

Objection Deadline: April 21, 2006 at 5:00 p.m. (ET)
Hearing Date: April 26, 2006 at 10:00 a.m. (ET)

DECHERT LLP
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Joel H. Levitin (JL 5814)
David C. McGrail (DM 3904)

Counsel for Stephen S. Gray, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re:	:	Chapter 11
	:	
TEXFI INDUSTRIES, INC.,	:	Case No. 00-10603 (AJG)
	:	
	:	
Debtor.	:	
-----X		

**NOTICE OF HEARING ON JOINT FINAL APPLICATION
OF GREENE & HOFFMAN AND COMERFORD & BRITT,
SPECIAL LITIGATION COUNSEL FOR THE CHAPTER 11
TRUSTEE, FOR ALLOWANCE AND PAYMENT OF FEES AND EXPENSES
PURSUANT TO A COURT APPROVED CONTINGENT FEE AGREEMENT**

PLEASE TAKE NOTICE that Greene & Hoffman and Comerford & Britt, Special Litigation Counsel for the Chapter 11 Trustee, have filed the attached Joint Final Application for Allowance and Payment of Fees and Expenses Pursuant to a Court Approved Contingent Fee Agreement (the "Application"). By the Application, they request allowance and payment of \$833,333.33 in fees and \$33,527.54 in expenses. A hearing to consider the Application will be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, 5th Floor, New York, NY 10044-1408 on April 26, 2005 at 10:00 a.m. (Eastern Time).

In Re:

Debtor

Case No.: 00-10603 (AJG)

Special Counsel seeks payment of these fees for its efforts in assisting the Trustee in recovering \$2,500,000 for the Estate pursuant to a proposed settlement in the North Carolina civil action the Trustee brought against Texfi's former directors and officers, Grey v. Remley, No. 03 CVS 1722, North Carolina Superior Court, Forsyth County. The Trustee has requested approval of the proposed settlement in his Motion for an Order (I) Approving Settlement Agreement Regarding Action Against Debtor's Former Directors, among Others, Pursuant to Bankruptcy Rules 2002(a)(3) and 9019(a), (II) Approving Settlement Agreement Regarding Disposition Of Settlement Proceeds Pursuant to Bankruptcy Rules 2002(a)(3) and 9019(a), and (III) Authorizing Trustee to

Abandon Certain Real Property Located in Fayetteville, North Carolina, Pursuant To Bankruptcy Code Section 554(a) and Bankruptcy Rule 6007 (the "Settlement Motion"), filed contemporaneously herewith. Approval and payment of the proposed settlement constitutes a contingency that entitles Special Counsel to payment pursuant to Special Counsel's fee agreement with the Trustee, a copy of which is attached as Exhibit 3. Accordingly, Special Counsel requests payment of the requested fees upon the Trustee's actual receipt of the proceeds of the proposed settlement.

In support of this application for fees and expenses, Special Counsel states as follows:

Background to the Appointment of Special Counsel

1. Texfi Industries, Inc. ("Texfi") filed a voluntary Chapter 11 petition for bankruptcy on February 15, 2000. On or about December 27, 2002, Stephen S. Gray was appointed Chapter 11 Trustee of the Debtor.
2. As described in greater detail in the Settlement Motion, among the matters the Trustee uncovered when he reviewed the Debtor's potential claims against third parties was a suspicious non-cash transaction whereby the Debtor transferred its interest in a joint venture, Rival Sport LLC ("Rival") to a private entity owned by its former directors in a non-cash transaction. Moreover, even after the Debtor supposedly sold its interest, it was still paying hundreds of thousands of dollars of the joint venture's expenses.
3. The Trustee requested G & H to investigate whether viable claims existed against the Debtors's former directors and officers in connection with this transaction. After conducting interviews with former managers of Rival and former officers of the Debtor, G & H concluded that the Estate held meritorious claims for breach of fiduciary duty and unjust enrichment against the former directors and the entities affiliated with them.

4. Additionally, G & H determined that there might be additional liability against the former directors and officers as a result of their decision to raise management fees paid to Mentmore, a company affiliated with many of them, by a million dollars a year. The Debtor received no additional services for these payments at a time it was already insolvent.

5. G & H also determined that the best venue to bring the breach of fiduciary duty and unjust enrichment claims was in North Carolina, where Rival and the Debtor's operations were based and where many of the general creditors were located. Further, North Carolina was the state where most of the witnesses were located who could testify about the former directors' and officers' failure to abide by their fiduciary duties.

6. On September 4, 2002, the Trustee moved to have G & H appointed Special Litigation Counsel to pursue claims against Texfi's former officers and directors, and to approve the contingent fee agreement between G & H and the Trustee. The terms of the proposed contingency fee were set forth in paragraph 18 of the application¹. See Notice of Presentment Of Chapter 11

¹ The Trustee asked the Court to approve retaining G & H on the following terms:

- A. Greene & Hoffman's investigation will be completed in six to eight weeks. Greene & Hoffman will bill the Trustee for the services at the rate of \$250/hr for partners' time, \$150 for associates' time, and \$75/hr for paralegals' time, with a maximum total billing of \$15,000.00. Any payments made by the Trustee will be credited towards any legal fees earned under the contingent fee agreement set forth below.
- B. If Greene & Hoffman decides to represent the Trustee in litigation against the Directors and Officers or any related party, it will represent the Trustee under a standard form contingent fee agreement containing the following percentage fees:
 - 1) 20% of the proceeds of any settlement which is agreed to in substance within 90 days of the filing of a complaint;
 - 2) 25% of the proceeds of any settlement which is agreed to in substance within 180 days of the filing of a complaint; and
 - 3) 33-1/3% of the proceeds of any settlement, verdict, or judgment which is obtained after 180 days from the filing of a complaint.
- C. The provisions of this fee arrangement will apply to litigation against any insurance companies concerning the coverage provisions of director and officer liability policies.

Trustee's Application For An Order Authorizing The Employment and Retention of Thomas G Hoffman and the Law Firm Of Greene & Hoffman As Special Litigation Counsel ("Retention Application"), a copy of which is attached as Exhibit 4. The Trustee and G & H agreed that G & H could investigate the claims against Texfi's former officers and directors and bill for time spent on the investigation at specific rates, with a \$15,000 cap on any such investigation fee. In the event the Trustee and G & H decided to go forward, G & H would pursue the claims on a contingency basis with the percentage paid to G & H to increase as it performed more work. The amount of the recovery could range from 20%, if the case was settled before filing a complaint or within 90 days of such filing, to 33 1/3 % if resolution occurred more that 180 days after filing a complaint. Any amount paid as an investigation fee would be credited against any contingency fee owed to G & H.²

7. The Court approved G & H's retention and the terms of the contingency agreement proposed in the application by its order of September 27, 2002, a copy of which is attached as Exhibit 1. A copy of the contingent fee contract with Special Counsel that the Trustee entered pursuant to the Court approval of the retention of G & H is attached as Exhibit 3. The executed fee agreement contains the exact language the Trustee requested the Court to approve in his motion to retain special counsel. G & H's application also sought the ability to retain other law firms to assist it without increasing the Trustee's or the Estate's attorneys fee obligations. Retention Application at ¶ 19. These provisions were also allowed.

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- D. The Trustee will pay all reasonable expenses of litigation as they are incurred, including, but not limited to, travel (transportation, lodging, and meals), court reporting services, process servers, telecopier, document duplication, postage, overnight shipping, and courier expenses.

² Although G & H did conduct the investigation, it never applied to be paid the investigation fee, electing to pursue the claims exclusively on a contingency basis. Accordingly, Special Counsel's current application should not be reduced by \$15,000 or any other amount of fees incurred during G & H's investigation.

8. Pursuant to the Contingent Fee Agreement, Special Counsel brought and pursued for the Trustee *Gray v. Remley*, No. 03 CVS 1722, North Carolina Superior Court, Forsyth County, a civil action in North Carolina Superior Court, Forsyth County against seven former directors of Texfi (William Remley, Richard Kramer, Joel Karp, Andrew Parise, Michael Schenker, John Mazzuto and Richard Hoffman) and two private entities controlled by some of the former directors (Mentmore Holdings Corporation and Clarendon Holdings Corporation). The action was filed in Forsyth County Superior Court in North Carolina by C & B.

9. On or about May 7, 2003, the Trustee applied to retain C & B under the prior approved contingent fee agreement. In its application, C & B indicated that it was associating with G & H, that it agreed to act under the terms of the existing fee agreement and that no additional fee would be charged to the Trustee as a result of its employment. This Court allowed the application on May 13, 2003 and a copy of the Court's order is attached as Exhibit 2.

10. As a result of Special Counsel's efforts the parties have reached a settlement that, if approved, will resolve all of the Trustee's remaining claims in consideration for payment of \$2,500,000 to the Debtor's Estate. As noted above, the Trustee is seeking approval of this settlement in his Settlement Motion filed contemporaneously herewith.

11. Approval and payment of the proposed settlement will entitle Special Counsel to receipt of attorneys' fees pursuant to the Contingent Fee Agreement. Under the terms of that agreement Special Counsel is entitled to receive \$833,333,333.00, one third of the recovery. For the reasons set forth below, this fee is reasonable and appropriate given the size of the recovery and the work performed by Special Counsel.

Work Performed By Special Counsel

12. Special Counsel has been working on these claims for more than three years. Prior to the filing of the North Carolina complaint, most of this work was performed by G & H. It conducted the initial investigation; interviewed key witnesses familiar with the Rival transaction and the Mentmore management fee; reviewed documents in the possession of the Trustee; reviewed relevant securities filings; analyzed relevant case law to determine the legal sufficiency of the Trustee's case; determined whether the evidence in the Trustee's possession was sufficient to state a claim for breach of a director's fiduciary duties under Delaware corporate law; determined the most favorable venue for prosecution of the action; and recruited North Carolina counsel to handle the action. G & H also analyzed the Debtor's directors' and officers' liability insurance policy to determine the existence of insurance coverage, and researched the exceptions to coverage the liability insurer was likely to raise. After the contingent fee agreement was executed, G & H drafted the complaint and took primary responsibility for locating and serving the defendants.

13. C & B has been responsible for most litigation responsibilities once the case was filed in March 2003. C & B amended the Complaint in May 2003, and it opposed the Defendants' motions to dismiss the complaint on personal jurisdiction grounds in both federal and state court. When the federal magistrate recommended that the action be remanded to the Forsyth County Superior Court, C & B responded to the Defendants' objections to the Magistrate's opinion. It also argued against the Defendants' motion for reconsideration and their attempt to amend their notice of removal. Special Counsel prevailed over Defendants' positions on these issues.

14. After the North Carolina action was remanded to Superior Court, Defendants once again attempted to move to dismiss on personal jurisdiction grounds. Special Counsel persuaded the Superior Court to allow the Trustee to take discovery limited to the jurisdictional issues, and C

& B took depositions of six of the seven individual defendants in August 2004. In September, 2004, C & B filed a 68 page opposition to the Defendants' motions to dismiss on personal jurisdiction, laying out each of the nine defendants' contacts with North Carolina. The opposition was accompanied by affidavits of non-party witnesses Special Counsel had developed and extensive documentation establishing each of the Defendants' connections with North Carolina. In September, 2004 C & B argued the motions to dismiss before the Superior Court. The Court denied the Defendants' motions from the bench and C & B drafted the 22 page order that became the final order of the trial court.

15. Under North Carolina procedure, Defendants were entitled to appeal the adverse rulings on personal jurisdiction. C & B handled the appeal, drafting the Trustee's brief in opposition and arguing before the North Carolina Court of Appeals in November 2005. That court has not yet rendered a decision.

16. Special Counsel has also reviewed over a million pages of documents relevant to the case. In addition to G & H's review of the documents in the Trustee's original possession, lawyers from both firms traveled to Rocky Mount, North Carolina, to inspect three storage bins which contained all extant records of the Defendant. Special Counsel was able to segregate the thousands of documents relevant to the merits of the North Carolina action as well as those establishing the Defendants' contacts with North Carolina.

17. While the Defendants' appeal was pending, in July 2005, the parties attempted mediation in North Carolina before an experienced business mediator. Both firms were involved in the mediation which, although unsuccessful, led to the commencement of settlement discussions between the parties. In November, 2005, at about the time the appeal was argued, counsel for Defendants renewed negotiations and increased their offer. G & H took principal responsibility for

conducting negotiations, and in December 2005, an agreement in principal was reached. G & H has taken primary responsibility for negotiating the settlement documents and preparing materials for approval of the settlement.

18. In sum, Special Counsel has committed a substantial effort to this litigation with both firms committing substantial resources over three years. Hundreds of hours of attorney time has been committed by both firms, which will result, if the proposed settlement is approved, in a substantial recovery on a non-scheduled asset. A summary of the time spent by counsel and paralegals by both firms follows:

Attorney	Hours Spent	Standard Billing Rate
Comerford & Britt Professionals		
Sherry Bolens	22	\$65
Clifford B. Britt	30	\$450
W. Thompson Comerford	391.25	\$550
Alan Dickenson	81	\$175
Kevin J. Williams	348.5	\$250
Terre Yde	.5	\$100
Greene & Hoffman Professionals		
Thomas M. Greene	1	\$500
Thomas G. Hoffman	111.9	\$500
Ilyas Rona	33.1	\$250
Michael Tabb	179.1	\$500
Total Hours	1198.35	

Billing records for G & H and C & B are attached as Exhibits 5 and 6.

The Fee Sought By Special Counsel Is Appropriate and Reasonable

19. Special Counsel seeks payment of a \$833,333 attorney fee upon approval of the \$2,500,000 proposed settlement. The amount of the fee is derived from the contingent fee agreement that this Court approved in September, 2002.³ The case law clear that because this Court has previously approved Special Counsel's retention and the terms of Special Counsel's fee agreement with the Trustee, Special Counsel is entitled to be paid in conformance with the Contingent Fee Agreement.

20. Several courts have held that once a Bankruptcy Court approves the terms and conditions of professional's fee agreement with a Bankruptcy Trustee, including a contingency fee, § 328(a) precludes a Court from modifying the approved compensation unless, after the conclusion of the contract, such terms and conditions prove to have been improvident because of developments that were incapable of being anticipated at the time of approval. In Re Barron, 325 F.3d 690, 692-93 (5th Cir. 2003) and Comm. of Equity Sec. Holders of Federal-Mogul Corp. v. Official Comm. of Unsecured Creditors (In re Fed. Mogul-Global, Inc.), 348 F.3d 390 (3d Cir. 2003); In re High Voltage Engineering Corp., 311 B.R. 320, 331-32 (Bankr. D. Mass. 2004). Even where it appears that the professional will receive greater compensation than it would have received had compensation been calculated pursuant to the usual lodestar formulas, important policy considerations call for honoring fee agreements with professionals. See e.g. Nischwitz v. Airspect Air, Inc. (In re Airspect Air, Inc.) 288 B.R. 464, 470-71 (B.A.P., 6th Cir. 2003) (vacating Bankruptcy Court's "reasonable" fee award under §330 and awarding compensation in accordance with one third contingent fee agreement previously approved by Bankruptcy Court); In re Merry-Go-Round

³ The Contingent Fee Agreement provided for payment of a percentage of the recovery on a sliding scale based on the work required to achieve a recovery. Due to the length of time to reach a recovery, Special Counsel qualifies for the highest percentage eligible to be paid under the agreement, one third of the recovery.

Enterprises, Inc. 244 B.R. 327 (Bankr. D. Md. 2000)(honoring a 40% contingency fee with special counsel that resulted in a \$71.2 million fee). To rule otherwise would not only improperly upset the settled expectations of the parties, but would seriously discourage competent counsel from agreeing to represent Bankruptcy Trustees in risky and difficult cases where the Estate does not possess sufficient liquid resources to pay counsel on an hourly basis.

21. Thus, the only question before the Court is whether the approval of the requested fee is improvident in light of developments not capable of being anticipated at the time the contingent fee agreement was approved. No unanticipated circumstances are present here. The size of the claims, and consequently, the size of the likely fee upon a successful recovery were well known at the time retention of Special Counsel was sought. The Court was informed that the Trustee intended to recover excessive management fees of \$112,500 a month and the improper divestment of Texfi's interest in a joint venture that was worth approximately \$4.85 million, and which Texfi wrongly paid expenses of \$1.3 million after the sale. See Retention Application at ¶s 9-11. Given the amounts at issue that were identified in the fee application, a settlement of \$2.5 million and the payment of an \$833,333 contingency fee could not be found to be unanticipated.

22. When the Trustee sought authority to retain Special Counsel on a contingent basis, the parties and the Court recognized that payment of a contingency fee on this matter was the best way to attract capable counsel at a reasonable cost to the estate, and there were no objections to Special Counsel's retention. Thus, payment of the fee requested by Special Counsel is not only unanticipated, it is precisely what all parties to the bankruptcy anticipated in order to attract qualified counsel. And, as other courts have recognized, the ability of insolvent estates to retain counsel to prosecute complex litigation that can substantially benefit the estate requires Bankruptcy Courts to honor the fee agreements they have previously approved. See e.g. Donaldson Lufkin & Jenrette

Securities, Corp. v. National Gypsum Co. (In re National Gypsum Co.) 123 F. 3d 861, 863 (5th Cir. 1997)(To obtain competent professionals to work on complex transactions, professionals must know what they will receive for their expertise and commitment; “courts must protect those agreements and expectations, once found to be acceptable.”)

23. Although the Court’s prior approval of Special Counsel’s contingency fee obviates the need for the Court to review the reasonableness of special counsel’s fee request under § 330, the fee requested by Special Counsel is certainly reasonable under the circumstances. Since it was retained three years ago, Special Counsel has devoted hundreds of professional hours to this case and obtained a result that all appear to be satisfied with.

24. Additionally Special Counsel have incurred substantial expenses in pursuing this litigation. C & B seeks reimbursement for its payment of \$27,514.38, and G & H seeks reimbursement for payment of \$6013.16. A listing of the expenses sought for reimbursement are attached as Exhibits 7 and 8.

25. Special Counsel states that the compensation, fee, and allowance herein claimed belongs wholly to Special Counsel. The requested fee will be divided among the two firms with two thirds (\$ 555,555) payable to C & B and one third (\$ 277,778) payable to G & H. This approximates the amount of work each of the Special Counsel provided in obtaining the settlement. Any fees or expenses awarded to Special Counsel will not be divided, shared, or pooled, directly or indirectly, with any other person or firm.

26. This application is made under the pains and penalties of perjury this 30th day of March, 2006.

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re:	:	Chapter 11
	:	
TEXFI INDUSTRIES, INC.,	:	Case No. 00-10603 (AJG)
	:	
	:	
Debtor.	:	
-----X		

ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION
OF THOMAS G. HOFFMAN AND THE LAW FIRM OF GREENE &
HOFFMAN AS SPECIAL LITIGATION COUNSEL FOR THE CHAPTER
11 TRUSTEE PURSUANT TO 11 U.S.C. § 327(e) AND BANKRUPTCY RULE 2014(a)

Upon consideration of the application of Stephen S. Gray (the "Application"), Chapter 11 Trustee in the above-captioned bankruptcy case (the "Trustee") to this Court for an order authorizing the Trustee to employ and retain Thomas G. Hoffman and the law firm of Greene & Hoffman (collectively, "Greene & Hoffman") as his special litigation counsel in this Chapter 11 case pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a); and upon consideration of the affidavit of Thomas G. Hoffman in support of the Application, wherein it is represented that Greene & Hoffman neither holds nor represents any interest materially adverse to the Debtor with respect to the matters upon which Greene & Hoffman is to be retained; and the Court having found that Greene & Hoffman is a "disinterested person" as contemplated under 11 U.S.C. § 327(e); and it appearing that the retention of Greene & Hoffman is in the best interests of the Debtor's estate and its creditors; and it appearing that notice of the Application was adequate and proper under the circumstances of this case; and it appearing that no further notice of the Application is required; and the Court having found that good and sufficient cause exists for granting the Application; it is hereby

ORDERED that the Application is granted; and it is further

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

TEXFI INDUSTRIES, INC.,

Case No. 00-10603 (AJG)

Debtor.

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF W. THOMPSON COMERFORD, JR. AND THE LAW FIRM OF
COMERFORD & BRITT, L.L.P. AS SPECIAL LITIGATION
COUNSEL FOR THE CHAPTER 11 TRUSTEE PURSUANT TO
11 U.S.C. § 327(e) AND BANKRUPTCY RULE 2014(a)**

Upon consideration of the application of Stephen S. Gray (the "Application"), Chapter 11 Trustee in the above-captioned bankruptcy case (the "Trustee") to this Court for an Order authorizing the Trustee to employ and retain W. Thompson Comerford, Jr. and the law firm of Comerford & Britt, L.L.P. (collectively Comerford & Britt), as his special litigation counsel in this Chapter 11 case pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a); and upon consideration of the affidavit of W. Thompson Comerford, Jr. In support of the Application, wherein it is represented that Comerford & Britt neither holds nor represents any interest materially adverse to the Debtor with respect to the matters upon which Comerford & Britt is to be retained; and the Court having found that Comerford & Britt is a "disinterested person" as contemplated under 11 U.S.C. § 327(e); and it appearing that the retention of Comerford & Britt is in the best interests of the Debtor's estate and its creditors; and it appearing that notice of the Application was adequate and proper under the circumstances of this case; and it appearing that no further notice of the Application is required; and the Court having found that good and

EXHIBIT 3

CONTINGENT FEE AGREEMENT

DATE: April 16, 2003

Stephen S. Gray, Chapter 11 Trustee of Texfi Industries (hereinafter the Client), retains the law firm of **Greene & Hoffman, P.C.** 125 Summer Street, Boston MA 02210 (hereinafter the Attorney or Attorneys) to perform the legal services mentioned in paragraph (1) below. The Attorneys agree to perform them faithfully and with due diligence.

(1) The claim, controversy, and other matters with reference to which the services are to be performed are: Claims against the former directors of Texfi Industries, Inc., and any insurance litigation which arises out of the Attorneys' prosecution of such claims.

(2) The contingency upon which compensation is to be is: Obtaining any recoveries (through verdict or settlement) relative to the claim described in paragraph no. 1.

(3) Reasonable compensation on the foregoing contingency is to be paid by the Client to the Attorney, in the amount of:

- a. 20 % of the proceeds of any settlement which, subject to the Trustee's approval, is agreed to in substance within 90 days of the filing of a complaint;
- b. 25 % of the proceeds of any settlement which, subject to the Trustee's approval, is agreed to in substance within 180 days of the filing of a complaint;
- c. 33 1/3 % of the proceeds of any settlement (which, subject to the Trustee's approval), verdict or judgment which is obtained after 180 days from the filing of a complaint;

However, in the event the Attorneys seek payment of any hourly fees for investigation work performed by the Attorneys prior to filing a complaint pursuant to the Bankruptcy Court order appointing the Attorneys as Special Counsel, any amounts paid shall be credited to any contingency fee due under this agreement.

(4) The client will pay all reasonable expenses of litigation as they are incurred, including, but not limited to, travel (transportation, lodging and meals), court reporting services,

process servers, telecopier, document duplication, postage, overnight shipping and courier expenses.

(5) Provided there is no increase in the fees to be paid under this agreement, the attorneys shall be permitted to retain or involve the services of another law firm, provided that such retention is disclosed to the Bankruptcy Court and a 2014-1 statement is filed evidencing such professional(s)' disinterestedness and disclosing any relationship it has with the Debtors in the Bankruptcy Court proceedings or any other party to the proceedings

(6) If the attorney is discharged by the client prior to the conclusion of this representation, the attorney is entitled to be then compensated for his reasonable expenses and disbursements. Further, the attorney is to be compensated for the fair value of the services rendered to the client up to the time of discharge, but the amount of the fee shall not be due to the attorney until the subject matter litigation is concluded pursuant to paragraphs 2 and 3 above.

(7) In the event that the client agrees to a settlement that requires monies to be paid to the client over a period of time, it is hereby agreed that the attorney's fee herein shall be calculated based on the present value of the entire recovery to be paid and that unless the attorneys otherwise agree, the entire attorney's fee shall be due and payable upon the effective date of the Bankruptcy Court's approval of such a settlement.

(8) Notwithstanding anything herein to the contrary, the terms of this agreement shall be subject to the terms of the Bankruptcy Court Order appointing the Attorneys special counsel for the Client.

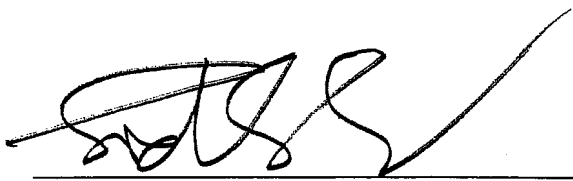
This agreement and its performance are subject to Rule 3:05 of the Supreme Judicial Court of Massachusetts.

We each have read the above agreement before signing it.

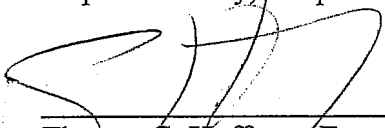
Witnesses to signatures

(To Client)

(To Attorney)



Stephen S. Gray, Chapter 11 Trustee



Thomas G. Hoffman, Esq.
Greene & Hoffman, P.C.

EXHIBIT 4

Presentment Date and Time:
September 26, 2002 at 12:00 noon

DECHERT
30 Rockefeller Plaza
New York, New York 10112
(212) 698-3500 (Telephone)
(212) 698-3599 (Facsimile)
Joel H. Levitin (JL 5814)
Stephen J. Gordon (SG 0732)
David C. McGrail (DM 3904)

Counsel for Stephen S. Gray, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X	
In re:	:
	:
TEXFI INDUSTRIES, INC.,	:
	:
	:
Debtor.	:
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Chapter 11
Case No. 00-10603 (AJG)

**NOTICE OF PRESENTMENT OF CHAPTER 11
TRUSTEE'S APPLICATION FOR AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION
OF THOMAS G. HOFFMAN AND THE LAW FIRM OF GREENE &
HOFFMAN AS SPECIAL LITIGATION COUNSEL FOR THE CHAPTER
11 TRUSTEE PURSUANT TO 11 U.S.C. § 327(e) AND BANKRUPTCY RULE 2014(a)**

PLEASE TAKE NOTICE that, upon the attached Application of Stephen S. Gray, the Chapter 11 Trustee appointed in the above-captioned case, for an Order Authorizing the Trustee to Employ and retain Thomas G. Hoffman and the Law Firm of Greene & Hoffman (collectively, "Greene & Hoffman") as the Trustee's Special Litigation Counsel Pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a) (the "Application"), the undersigned will present the attached proposed order to the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, on September 26, 2002 at 12:00 noon.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the proposed order must be made in writing, served with the Clerk of the Bankruptcy Court, and received in the Bankruptcy Judge's chambers and by the undersigned not later than 11:30 a.m. on September 26, 2002. Unless objections are received by that time, the order may be signed.

Dated: September 13, 2002
New York New York

/s/ David C. McGrail

Joel H. Levitin
Stephen J. Gordon
David C. McGrail
Dechert
30 Rockefeller Plaza
New York, New York 10112
Tel.: (212) 698-3500
Fax: (212) 698-3599

Counsel for Stephen S. Gray, Chapter 11 Trustee

Presentment Date and Time:
September 26, 2002 at 12:00 noon

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Counsel for Stephen S. Gray, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
TEXFI INDUSTRIES, INC., : Case No. 00-10603 (AJG)
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: :
Debtor. :
-----X

**CHAPTER 11 TRUSTEE'S APPLICATION FOR AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION
OF THOMAS G. HOFFMAN AND THE LAW FIRM OF GREENE &
HOFFMAN AS SPECIAL LITIGATION COUNSEL FOR THE CHAPTER
11 TRUSTEE PURSUANT TO 11 U.S.C. § 327(e) AND BANKRUPTCY RULE 2014(a)**

Stephen S. Gray, Chapter 11 Trustee in the above-captioned bankruptcy case (the "Trustee"), hereby applies to this Court for an order authorizing the Trustee to employ and retain Thomas G. Hoffman and the law firm of Greene & Hoffman (collectively, "Greene & Hoffman") as the Trustee's special litigation counsel in this Chapter 11 case pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a), and in support thereof respectfully represent as follows:

INTRODUCTION

1. On February 15, 2000, the above-captioned debtor (the "Debtor") filed with this Court a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. After exploring various restructuring alternatives, the Debtor decided to discontinue its operations and to liquidate all of its assets.

4. On November 6, 2001, this Court entered an Order (i) Authorizing Debtor to Wind-down its Business Operations and Affairs, (ii) Approving Budget for Wind-down, (iii) Providing for a Hearing to Consider Whether the Case Should Be Converted to a Case under Chapter 7 or Dismissed, and (iv) Granting Other and Further Relief.

5. On December 13, 2001, this Court entered an Order Directing the Appointment of a Trustee Pursuant to Section 1104 of the United States Bankruptcy Code.

6. On December 27, 2001, the United States Trustee filed an Application for Order Approving the Appointment of Chapter 11 Trustee, by which the United States Trustee, after consultation with the parties-in-interest, proposed that Stephen S. Gray be appointed as the Chapter 11 Trustee in this case.

7. On December 28, 2001, this Court entered an Order Approving the Appointment of Chapter 11 Trustee, approving the appointment of Stephen S. Gray as the Chapter 11 Trustee in this case.

FACTUAL BACKGROUND AND RELIEF REQUESTED

8. Rival Sport, LLC (the "Joint Venture"), was a joint venture formed between the Debtor and NHL Enterprises, L.P., in February 1997 in order to market and source a branded line of hockey-related apparel.

9. In December 1997, the Debtor sold its interest in the Joint Venture to Clarendon Holdings, LLC ("Clarendon"), an affiliate of Mentmore Holdings Corporation ("Mentmore"), in consideration for a \$4.85 million promissory note from Clarendon, which the Trustee believes was of no collectible value. Mentmore was owned by the Directors and Officers.

10. In addition, the Trustee believes that, after the Debtor had sold its interest in the Joint Venture to Clarendon, the Directors and Officers caused the Debtor to continue paying the Joint Venture's expenses (over \$1.3 million) until at least March 1998 and allowed the Joint Venture to occupy certain of the Debtor's premises rent-free.

11. Furthermore, it is the Trustee's understanding that Mentmore charged the Debtor a \$112,500 monthly consulting fee, for which the Debtor did not receive reasonably equivalent value.

12. The Trustee believes that that above-described transactions (collectively the "Transactions"), among others, were fraudulent. The Trustee further believes that, in effectuating the Transactions, the Directors and Officers breached their fiduciary duties to the Debtor's and its creditors.

13. To investigate and prosecute any actions based on the Transactions, and to facilitate the successful completion of this case, the Trustee requires the services of attorneys with knowledge and experience in bankruptcy litigation.

14. Pursuant to 11 U.S.C. § 327(e), the Trustee seeks to obtain this Court's approval to employ and retain Greene & Hoffman as special litigation counsel in this case.

15. The Trustee has selected Greene & Hoffman as counsel in this case because of its considerable experience in bankruptcy litigation. The Trustee has worked with Greene & Hoffman on a number of matters in which Greene & Hoffman represented the Trustee or his firm

in complex litigation. These matters are set forth in detail in the affidavit of Thomas G. Hoffman (the "Hoffman Affidavit"). A copy of the Hoffman Affidavit is attached hereto as Exhibit A and has been filed simultaneously herewith.

16. The primary and immediate purpose of Greene & Hoffman's representation will be to undertake an intensive investigation of all potential claims against the Directors and Officers (and other third parties that could be liable to the estate) based on the Transactions by, among other things, conducting Rule 2004 examinations, subject to Court approval.

17. Greene & Hoffman may also draft and file complaints against the Directors and Officers as counsel for the Trustee or decline to do so for any or no reason at all. In the event that Greene & Hoffman decides to draft and file complaints against the Directors and Officers, it will represent the Trustee in litigation against the Directors and Officers or any related party. In addition, among other things, Greene & Hoffman will pursue any litigation against any insurance companies concerning the coverage provisions of director and officer liability policies and any settlement negotiations with the Directors and Officers or any related party.

18. Subject to the Court's approval, Greene & Hoffman's fee arrangement will be as follows:

- A. Greene & Hoffman's investigation will be completed in six to eight weeks. Greene & Hoffman will bill the Trustee for these services at the rate of \$250/hr for partners' time, \$150 for associates' time, and \$75/hr for paralegals' time, with a maximum total billing of \$15,000.00. Any payments made by the Trustee will be credited towards any legal fees earned under the contingent fee agreement set forth below.
- B. If Greene & Hoffman decides to represent the Trustee in litigation against the Directors and Officers or any related party, it will represent the Trustee under a standard form contingent fee agreement containing the following percentage fees:

- 1) 20% of the proceeds of any settlement which, subject to the Trustee's approval, is agreed to in substance within 90 days of the filing of a complaint;
- 2) 25% of the proceeds of any settlement which, subject to the Trustee's approval, is agreed to in substance within 180 days of the filing of a complaint; and
- 3) 33 1/3% of the proceeds of any settlement (which is subject to the Trustee's approval), verdict, or judgment which is obtained after 180 days from the filing of a complaint.

C. The provisions of this fee arrangement will apply to litigation against any insurance companies concerning the coverage provisions of director and officer liability policies.

D. The Trustee will pay all reasonable expenses of litigation as they are incurred, including, but not limited to, travel (transportation, lodging, and meals), court reporting services, process servers, telecopier, document duplication, postage, overnight shipping, and courier expenses.

19. With the approval of the Trustee, Greene & Hoffman may, without increasing the fees to be earned, retain or involve the services of an additional law firm, provided that any such retention is disclosed to the Court and a 2014-1 statement is filed evidencing such professional(s)' disinterestedness and disclosing any relationship it has with the Debtors or any other party to the proceedings.

20. Based upon Greene & Hoffman's capabilities and experience, the Trustee believes that this fee arrangement is reasonable.

21. With respect to any fees and expenses incurred pursuant to the hourly rate structure set forth above, Greene & Hoffman will make periodic applications to this Court for interim compensation in accordance with 11 U.S.C. §§ 328 and 331 and any orders of this Court governing such matters, and, with respect to any fees and expenses incurred pursuant to the contingent fee arrangement described above, will provide the United States Trustee, Back Bay Funding, LLC (the Debtor's primary secured creditor), and counsel for the Trustee with a

monthly statement setting forth all expenses incurred, recoveries realized, and any fees deducted from such recoveries realized during such month, within twenty (20) days after the end of such month.

22. The Debtor has many creditors and, accordingly, Greene & Hoffman may have rendered and may continue to render professional services to certain of these creditors. Additionally, Greene & Hoffman's partners, associates, and staff members may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtor. For example, one or more of Greene & Hoffman's partners, associates, and/or staff members may have obligations outstanding with financial institutions that are creditors of the Debtor. Greene & Hoffman has represented to the Trustee that it does not and will not represent the separate interests of any such creditor in this case.

23. To the best of the Trustee's knowledge, and except as disclosed herein and in the Hoffman Affidavit, the partners, associates, and other professionals of Greene & Hoffman have no relationship to the Debtor or to any other party-in-interest in this case.

24. In the Hoffman Affidavit, Greene & Hoffman has represented that it neither holds nor represents any interest adverse to the Debtor's estate and that it is a "disinterested person," as that term is used in 11 U.S.C. § 327(e) and is defined in 11 U.S.C. § 101(14), relative to this case.

25. For the foregoing reasons, the Trustee believes that the retention of Greene & Hoffman is in the best interests of the Debtor, its creditors, and its estate, and, therefore, the Trustee desires to employ and retain as his special litigation counsel, with compensation to be determined in accordance with the fee arrangement set forth herein.

NOTICE

26. Notice of this application has been provided to the Office of the United States Trustee, to counsel for the Debtor, to the Debtor's primary secured creditor and its counsel, to counsel for the official committee of unsecured creditors, and to all other parties that have filed a notice of appearance and demand for service of papers. No previous application for the relief sought herein has been made to this or any other Court. Because of the urgency of the circumstances surrounding this application and the nature of the relief requested herein, the Trustee respectfully submits that no further notice of this Application is required.

CONCLUSION

WHEREFORE, the Trustee respectfully requests that this Court enter an order authorizing the Trustee to employ and retain Greene & Hoffman as his special litigation counsel and granting such other and further relief as is just and proper under the circumstances. A proposed order is attached hereto as Exhibit B.

DATED: September 4, 2002
New York New York

s/ Stephen S. Gray
Stephen S. Gray
Chapter 11 Trustee

EXHIBIT 5

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI:00C Bruce Erickson**

Bruce Erickson

Contact:

Primary Timekeeper: 1 TGH Category: 1 Personal Injury

Secondary Timekeeper: 1 TGH Draft Template: Contngcy Rate Code: 1

Originating Timekeeper: 1 TGH Final Template: Contngcy Date Opened 08/19/2004

Previous Balance: 0.00

Date	Tmkr	Hour	Work Description
Fees			
01/22/2004	1 TGH	3.70	Online legal research re NC law
01/23/2004	1 TGH	4.90	Online legal research re NC law; timeline drafting
03/06/2004	1 TGH	11.00	Travel to NC and meet with Cummerford
03/07/2004	1 TGH	11.50	Meet with Cummerford and travel from NC
03/26/2004	1 TGH	6.90	Office conference with Tom Cummerford
03/28/2004	1 TGH	0.80	Letter to E. Manderban
04/23/2004	1 TGH	1.10	Telephone conference with Bruce McShane, John Flood
09/13/2004	1 TGH	4.50	Review and analyze director depositions
09/24/2004	1 TGH	2.60	Review and analyze draft jurisdiction order; telephone conference with K. W.
10/26/2004	1 TGH	2.90	Telephone conference with T. Cummerford & S. Gray; review NC law re standing
03/17/2005	1 TGH	0.40	Telephone conference with T. Comerford
03/17/2005	1 TGH	0.50	Office conference with MT
03/17/2005	1 TGH	0.40	Telephone conference with T. Comerford
06/22/2005	1 TGH	6.50	Review file and timeline update
06/23/2005	1 TGH	5.40	Review file and timeline update
06/24/2005	1 TGH	1.70	Review file and timeline update
07/05/2005	1 TGH	6.50	Review file and Schroder contracts
07/06/2005	1 TGH	3.50	Prepare damage model for mediation
07/12/2005	1 TGH	3.60	Prepare file
07/12/2005	1 TGH	0.30	Telephone conference with Calabrese/Comerford
07/12/2005	1 TGH	1.10	Review NY insurance opinion
07/14/2005	1 TGH	11.20	Travel to and prepare for mediation
07/15/2005	1 TGH	7.10	Attended mediation and travel to Boston
08/11/2005	1 TGH	0.40	Telephone conference with Mangel
11/17/2005	1 TGH	1.10	Telephone conference with Mangel; conference with Michael Tabb; correspondence TC
11/21/2005	1 TGH	0.60	Telephone conference with Mangel; correspondence TC
11/21/2005	1 TGH	0.80	Telephone conference with Mangel
11/29/2005	1 TGH	0.40	Telephone conference with Mangel
12/01/2005	1 TGH	0.80	Telephone conference with Mangel
12/01/2005	1 TGH	0.50	Telephone conference with TC
12/01/2005	1 TGH	0.80	Telephone conference with SG
12/01/2005	1 TGH	0.60	Telephone conference with Mangel
12/05/2005	1 TGH	0.60	Telephone conference with Mangel
12/05/2005	1 TGH	0.50	Telephone conference with TC

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI:00C Bruce Erickson** (Continued)

Date	Tmkr	Hour	Work Description
12/05/2005	1 TGH	1.50	Telephone conference with Mangel
12/05/2005	1 TGH	0.60	Telephone conference with Erickson
12/18/2005	1 TGH	1.80	Telephone conference with Mangel
12/19/2005	1 TGH	0.80	Telephone conference with Mangel
01/25/2006	1 TGH	1.50	Review settlement documents
02/02/2006	1 TGH	0.50	Review settlement documents
Billable Total:	1 TGH	111.90	
06/12/2005	2 TMG	1.00	Office conference with Ilyas Rona and Michael Tabb to discuss relevant factual issues in preparation for document review in North Carolina
Billable Total:	2 TMG	1.00	
04/11/2002	3 MT	1.30	Draft contingent fee agreement; letter to client
01/21/2003	3 MT	3.50	Legal research of statute of limitation
01/22/2003	3 MT	4.50	Factual research on Texfi and principals
01/22/2003	3 MT	2.70	Legal research statute of limitation
01/23/2003	3 MT	0.30	Review e-mail/correspondence between Tom Hoffman and D. McGrail
01/23/2003	3 MT	5.30	Review New York, North Carolina and Florida statutes of limitations, draft statute of limitations memo
02/18/2003	3 MT	3.20	Review Texfi documents
02/19/2003	3 MT	4.80	Review Texfi documents, review Karp documents; factual research
02/20/2003	3 MT	5.10	Review document; draft complaint
02/21/2003	3 MT	3.60	Draft complaint
03/04/2003	3 MT	2.50	Internet research on NHL Enterprises and
03/10/2003	3 MT	2.00	Legal research--Review Westlaw for related cases. review Ramley v. Kramer
03/11/2003	3 MT	1.00	Telephone conference with Gene Pease
03/12/2003	3 MT	1.50	Revise complaint; call to Cliff Brett
03/13/2003	3 MT	6.40	Revise complaint; review Texfi SEC document; review SEC document from Remlay/Kramer/Mazzutto related
03/14/2003	3 MT	4.70	Revise complaint; create New York complaint; research on databases for service of complaint
03/17/2003	3 MT	3.80	Polish and finalize North Carolina complaint; draft New York complaint; calls to D. McGrail re: New York complaint and filing
04/01/2003	3 MT	1.60	Draft agreement between Greene & Hoffman and UB
04/02/2003	3 MT	0.30	Revise inter-firm agreement
04/07/2003	3 MT	2.20	Research of service of process for defendant
04/08/2003	3 MT	0.90	Research on service of process for defendants
04/08/2003	3 MT	0.60	Calls to Cliff Brett re: service; e-mail to Cliff Brett with addresses for service

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI.00C Bruce Erickson** (Continued)

Date	Tmkr	Hour	Work Description
04/12/2003	3 MT	0.30	Revise contingent fee agreement
05/20/2003	3 MT	0.20	E-mail to Tom Comerford re: subject matter jurisdiction
05/28/2003	3 MT	3.10	Research on diversity jurisdiction and bankruptcy trustee's residence for diversity purposes
06/11/2003	3 MT	0.80	Transcribe notes of Pease witness interview
06/19/2003	3 MT	13.00	Travel to Rocky Mount, North Carolina; Document review at Storage Facility in North Carolina; meetings with Atty Williams and Atty Commerford
06/20/2003	3 MT	16.00	Document review in Rocky Mount Storage Facility; meetings with Attorney Williams, and Attorney Commerford; Travel from North Carolina to Massachusetts.
07/10/2003	3 MT	3.00	Calls to D. McGrail; draft motion to enlarge time for service of process in New York case
09/27/2003	3 MT	1.50	Review Motion to Dismiss
09/28/2003	3 MT	2.30	Research on personal jurisdiction over corporate directors, draft memo on personal jurisdiction for K. Williams
01/03/2005	3 MT	0.60	Review Comerford affidavit; e-mail correspondence to North Carolina counsel, Atty. McGrail
04/14/2005	3 MT	0.20	E-mail to T. Comerford re: Kramer
06/12/2005	3 MT	1.00	Office conference with Ilyas Rona and Thomas Greene to discuss relevant factual issues in preparation for document review in North Carolina
07/06/2005	3 MT	2.50	Office conference with Tom Hoffman re damage model and damage evidence; prepare for mediation
07/06/2005	3 MT	0.30	Office conference with Tom Hoffman re Texfi Mediation and mediation memorandum
07/06/2005	3 MT	2.80	Draft and revise portion of mediation brief regarding Trustee's damages
07/07/2005	3 MT	1.30	Draft and revise mediation memo on damages
07/08/2005	3 MT	4.20	Draft and revise mediation memorandum section regarding damages.
07/08/2005	3 MT	0.40	Review other portions of mediation memorandum
12/07/2005	3 MT	0.30	Call from D. Mangel re: lift stay to pay attorneys fees
12/08/2005	3 MT	2.50	Review lift stay motion; Review insurance demands and limits of policy; respond to client inquires regarding insurance demand and finances of liability policy
12/09/2005	3 MT	0.20	Calls from North Carolina counsel regarding oral argument in North Carolina appeals court
12/15/2005	3 MT	0.40	Office conference with Tom Hoffman regarding settlement proposal
12/19/2005	3 MT	0.70	Office conference with Tom Hoffman regarding settlement offer and conditions
12/20/2005	3 MT	0.40	Calls to D. Mangel regarding D. McGrail regarding settlement

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI.00C Bruce Erickson** (Continued)

Date	Tmkr	Hour	Work Description
12/20/2005	3 MT	4.10	Draft settlement agreement - 1st draft
12/21/2005	3 MT	1.00	Revise settlement agreement, 1st draft; calls to T. Comerford and D. McGrail regarding settlement
12/27/2005	3 MT	0.30	Calls from D. Mangel regarding settlement funding; call to D. McGrail regarding settlement
12/27/2005	3 MT	2.60	Prepare to draft approval motions; review file and assemble necessary records to describe case, course of litigation and work performed on case
12/28/2005	3 MT	0.40	Memo to defendants summarizing terms of settlement
12/30/2005	3 MT	2.20	Draft motion to approve
01/04/2006	3 MT	0.30	E-mail to Atty. Comerford regarding notification of North Carolina courts regarding settlement
01/09/2006	3 MT	3.50	Draft motion to approve
01/10/2006	3 MT	0.50	E-mail correspondence with counsel and client regarding confidentiality and notice of settlement to other parties to bankruptcy
01/11/2006	3 MT	6.50	Draft motion to approve
01/17/2006	3 MT	1.50	Review defendants' draft of settlement agreement; review D. McGrail comments on revised draft. Discussions with client and co-counsel regarding narrowing scope of Trustee's release
01/19/2006	3 MT	5.00	Forward Trustee's comments on defendants' revisions of settlement agreement; review escrow agreement form; draft escrow agreement
01/20/2006	3 MT	0.20	Telephone conference with Dr. McGrail re disclosure of defendants' payments
01/25/2006	3 MT	4.00	Calls to D. Mangel and D. McGrail regarding filing of motion to approve; review suggested revisions of escrow agreement and settlement agreement; revise motion to approve; calls to settlement counsel
01/26/2006	3 MT	1.60	Calls to D. Mangel regarding comments on revisions to settlement documents; calls from co-counsel regarding comments on settlement document
01/27/2006	3 MT	0.90	Telephone conference with B. Erickson, D. McGrail and D. Mangel re terms of escrow agreement, settlement agreement
01/27/2006	3 MT	3.20	Draft and revise escrow agreement; Trustee's release language; review directors and officers' policy; draft e-mail to counsel and clients regarding proposed changes
01/27/2006	3 MT	0.30	Telephone conference with representative of Citizen's bank to set up escrow account.
01/28/2006	3 MT	1.80	Draft and revise fee application
01/29/2006	3 MT	6.50	Draft and revise fee Application
01/30/2006	3 MT	0.60	Review court orders and docket regarding court approval of retention of special counsel; review NY bankruptcy Court billing

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI.00C Bruce Erickson** (Continued)

Date	Tmkr	Hour	Work Description
			guidelines and local rules;
01/30/2006	3 MT	2.30	Draft and revise fee application
01/31/2006	3 MT	1.70	Review revisions to Settlement Documents: draft revised language regarding Trustee and Defendant releases, escrow language; e-mail to settlement attorneys
02/01/2006	3 MT	1.20	Review e-mail from counsel; draft e-mail to defendants' counsel to explain Trustee's positions on requested changes
02/02/2006	3 MT	0.50	Draft and revise Escrow Agreement
02/02/2006	3 MT	0.40	Draft and revise Settlement Agreement
02/02/2006	3 MT	0.20	Telephone conference with David Eisman re: differences over Settlement Agreement, coordination of signing of agreement
02/02/2006	3 MT	0.80	E-mail correspondence to and from settlement counsel regarding mechanics of execution, completing drafts, reviewing proposed changes to agreements
02/03/2006	3 MT	0.30	Review latest version of Settlement agreement and e-mail correspondence between counsel regarding proposed changes
02/03/2006	3 MT	0.20	Telephone conference with Doug Mangel regarding status of settlement documents; likelihood of 2/3/06 execution of documents
02/03/2006	3 MT	0.10	Telephone conference with David McGrail re likely execution of settlement documents and filing of approval memorandum
02/03/2006	3 MT	0.20	Review latest version of escrow agreement; e-mails to clients re status of escrow agreement
02/06/2006	3 MT	0.10	Telephone conference with Doug Mangel regarding settlement status. Exchange of e-mail with clients and Mangel regarding same.
02/08/2006	3 MT	1.40	Draft and revise fee application
02/08/2006	3 MT	0.20	Telephone conference with Doug Mangel re latest developments with settlement
02/09/2006	3 MT	0.20	Outside conference with Stephen Gray and T. Hoffman regarding latest developments with settlement
02/09/2006	3 MT	0.20	Office conference with Tom Hoffman regarding possible breakdown of settlement, revision of complaint and revision of settlement to exclude Karp
02/09/2006	3 MT	0.20	Telephone conference with David McGrail to update on latest developments with settlement
02/10/2006	3 MT	0.20	Voice mail from Doug Mangel updating situation between defendants; e-mail to client and co-counsel regarding current settlement status
02/22/2006	3 MT	0.60	Review Commerford affidavit; e-mail correspondence to North Carolina counsel, Attorney McGrail
02/23/2006	3 MT	1.30	Review revisions to settlement agreements; e-mail to client and co-counsel regarding changes; e-mail to D. Mangel protesting

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI.00C Bruce Erickson** (Continued)

	Date	Tmkr	Hour	Work Description
				proposed changes to Trustee's indemnification obligation
Billable Total:	3 MT		179.10	
	03/25/2003	4 IJR	3.50	Performed internet searches to locate addresses of Richard Hoffman and determine bar admission status
	06/19/2003	4 IJR	6.50	Travel to North Carolina
	06/19/2003	4 IJR	5.50	Reviewed documents relating to Texfi at storage facility in Rocky Mount
	06/20/2003	4 IJR	4.50	Reviewed documents relating to Texfi at storage facility in Rocky Mount
	06/20/2003	4 IJR	10.20	Travel from North Carolina to Boston (with flight cancellation and delay due to weather at JFK)
	06/12/2005	4 IJR	1.00	Office conference with Michael Tabb and Thomas Greene to discuss relevant factual issues in preparation for document review in North Carolina
	02/10/2006	4 IJR	0.50	Office conference with Thomas Hoffman re: right of contribution of joint tortfeasors and whether it applies to attorney's fees and breach of fiduciary duty
	02/10/2006	4 IJR	1.40	Legal research re: right of contribution of joint tortfeasors and whether it applies to attorney's fees and breach of fiduciary duty
Billable Total:	4 IJR		33.10	
Total Billable Fees			<u>325.10</u>	

R E C A P

Fees:	0.00				
Expenses:	0.00	Previous Balance:	0.00		
Advances:	0.00	Payments/Credits:	0.00		
Total WIP:	0.00	Balance Due:	0.00	Total:	0.00

A/	0-30	31-60	61-90	91-120	121-180	181+
	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT 6

FROM: 03/01/03
THRU: 03/07/06
TIME: 10:51:43
File type: JKL

COMERFORD & BRITT, LLP

PAGE 1

STATEMENT REVIEWS (PUB-BILLS)

BY

Maider: ALL

File # 21604.001 Re: BREACH OF CONTRACT (BUSINESS)

Client Name: TEXPI THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Type: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

TYPE	DATE	T/K	B/C	LIT	TIME	RATE	AMOUNT	HOLD
B	01/16/03	CPS	T		1.00	450.00	450.00	
TEXPI -- CONFERENCE WITH TOM HOFFMAN; CONFERENCE WITH TOM COMERFORD;								
B	02/06/03	CPS	T		1.00	450.00	450.00	
TEXPI -- TELEPHONE CONFERENCE WITH TOM HOFFMAN IN BOSTON REGARDING MEETING; REVIEW NOTES;								
B	03/05/03	CPS	T		1.00	450.00	450.00	
TEXPI - MEETING WITH TOM HOFFMAN;								
B	03/06/03	CPS	T		4.00	450.00	1,800.00	
TEXPI - MEETING WITH TOM HOFFMAN;								
B	03/12/03	CPS	T		2.00	450.00	900.00	
TEXPI - VARIOUS MATTERS PERTAINING TO INITIATION OF LAWSUIT; REVIEW FILE;								
B	03/13/03	CPS	T		2.00	450.00	900.00	
TEXPI - REVIEW FILE REGARDING INITIATION OF COMPLAINT;								
B	03/17/03	CPS	T		3.00	450.00	1,350.00	
TEXPI - REVISE COMPLAINT; REVIEW FILE; VARIOUS MATTERS PERTAINING TO FINALIZING COMPLAINT FOR FILING; TELEPHONE CONFERENCE WITH MICHAEL TARR; CONFERENCES WITH TOM COMERFORD;								
B	03/17/03	WTC	T		2.50	550.00	1,375.00	
TEXPI: WORK ON COMPLAINT; CONFERENCE WITH CLIFF BRITT; CONFERENCE WITH TOM HOFFMAN; RELATED SERVICES;								
B	03/24/03	WTC	T		6.00	550.00	3,300.00	
TEXPI: REVIEW FILE; PREPARATION FOR MEETING WITH TOM HOFFMAN;								
B	03/25/03	WTC	T		7.00	550.00	3,850.00	
TEXPI: PREPARATION FOR MEETING; TRAVEL TO BOSTON;								
B	03/26/03	WTC	T		10.00	550.00	5,500.00	
TEXPI: PREPARATION FOR MEETING; MEETING WITH TOM HOFFMAN, CLIENTS AND AUDITORS;								
B	03/27/03	WTC	T		5.00	550.00	2,750.00	

FROM: 03/01/03
THRU: 03/07/06
TIME: 10:51:43
File type: ALL

COMERFORD & BRITT, LLP

PAGE 2

STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

File # 21606.001 Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00 ALL ENTRIES BEING BILLED

TEXFI: RETURN TRAVEL;

B	03/27/03	CPB	T	1.00	450.00	450.00
	TEXFI - CONFERENCE REGARDING VARIOUS MATTERS; REVIEW CORRESPONDENCE;					
B	03/28/03	KJW	T	1.50	250.00	375.00
	MEETING WITH WTC AND CB REGARDING INITIAL DISCUSSION OF CASE; WORK ON CASE					
B	03/28/03	WTC	T	3.00	550.00	1,650.00
	TEXFI: OFFICE CONFERENCE WITH CLIFF BRITT AND KEVIN WILLIAMS; WORK ON FILE;					
B	03/30/03	WTC	T	1.00	550.00	550.00
	TEXFI: WORK ON FILE;					
B	03/31/03	KJW	T	.25	250.00	62.50
	REVIEW EMAILS REGARDING REQUEST DOCS FROM SCHRODER AND CO. REGARDING FAIRNESS OPINION					
B	03/31/03	KJW	T	1.00	250.00	250.00
	BEGIN INITIAL REVIEW OF DOCS					
B	04/01/03	CPB	T	1.00	450.00	450.00
	TEXFI - CONFERENCE REGARDING DISCOVERY AND DOCUMENTS;					
B	04/02/03	CPB	T	1.00	450.00	450.00
	TEXFI - CONFERENCE REGARDING DOCUMENTS AND SERVICE OF COMPLAINT;					
B	04/04/03	CPB	T	1.00	450.00	450.00
	TEXFI - REVIEW COMPLAINT; CONFERENCE REGARDING SERVICE OF COMPLAINT;					
B	04/07/03	CPB	T	1.00	450.00	450.00
	TEXFI - CONFERENCE REGARDING SCANNING DOCUMENTS FOR DIGITAL RETRIEVAL;					
B	04/08/03	CPB	T	1.00	450.00	450.00
	REVIEW FILE; RESEARCH REGARDING SERVICE OF SUMMONSES					

FROM: 03/01/03
THRU: 03/07/06
TIME: 10:51:43
File type: ALL

COMERFORD & BRITT, LLP

PAGE 3

STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

AND COMPLAINT;

B	04/10/03	WTC	T	.50	550.00	275.00
	WORK ON FILE;					
B	04/14/03	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH TOM HOFFMAN; TELEPHONE CONFERENCE WITH TOM GILREATH;					
B	04/15/03	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH TOM GILREATH;					
B	04/20/03	WTC	T	2.00	550.00	1,100.00
	CONFERENCE WITH CLIFF BRITT; PREPARATION FOR CONFERENCE; RELATED SERVICES;					
B	04/21/03	WTC	T	7.50	550.00	4,125.00
	PREPARATION FOR TRIP TO ROCKY MOUNT; TRAVEL TO ROCKY MOUNT; CONFERENCE WITH TOM GILREATH; INSPECT DOCUMENTS; RETURN TRAVEL; RELATED SERVICES;					
B	04/22/03	CPB	T	7.00	450.00	3,150.00
	TRAVEL TO AND FROM ROCKY MOUNT; MEETING WITH TOM GILREATH; REVIEW DOCUMENTS; RELATED MATTERS;					
B	04/24/03	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH TOM HOFFMAN; WORK ON FILE;					
B	04/24/03	WTC	T	1.00	550.00	550.00
	WORK ON FILE;					
B	04/30/03	WTC	T	1.00	550.00	550.00
	WORK ON SERVICE ISSUES; CONFERENCE WITH CLIFF BRITT; RELATED SERVICES;					
B	05/05/03	WTC	T	2.00	550.00	1,100.00

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

WORK ON FILE; TELEPHONE
CONFERENCE WITH DAVID
EISEMAN;

B	05/06/03	WTC	T	2.00	550.00	1,100.00
	WORK ON DOCUMENT REVIEW, COPYING AND ORGANIZATION;					
B	05/07/03	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE; VARIOUS CONFERENCE WITH DEFENSE COUNSEL; RELATED SERVICES;					
B	05/09/03	WTC	T	1.50	550.00	825.00
	VARIOUS MATTERS;					
B	05/12/03	WTC	T	1.00	550.00	550.00
	VARIOUS CORRESPONDENCE TO AND FROM TOM HOFFMAN;					
B	05/14/03	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW OF CORRESPONDENCE; CORRESPONDENCE TO KEN CARLSON AND DAVID EISEMAN; CORRESPONDENCE TO TOM HOFFMAN;					
B	05/15/03	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW CORRESPONDENCE AND NOTICE OF REMOVAL; CORRESPONDENCE TO TOM HOFFMAN;					
B	05/16/03	WTC	T	.50	550.00	275.00
	WORK ON FILE;					
B	05/19/03	WTC	T	.75	550.00	412.50
	TELEPHONE CONFERENCE WITH TOM HOFFMAN;					
B	05/20/03	WTC	T	1.00	550.00	550.00
	WORK ON FILE; TELEPHONE CONFERENCE WITH TOM HOFFMAN; RELATED SERVICES;					
B	05/21/03	WTC	T	1.00	550.00	550.00

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File type: ALL

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

RECEIPT AND REVIEW
CORRESPONDENCE FROM CLERK OF
COURT WITH COPY OF COURT
FILE;

B	05/27/03	WTC	T	1.00	550.00	550.00
	WORK ON FILE; CORRESPONDENCE FROM REG COMBS; CONFERENCE WITH KEVIN WILLIAMS;					

B	05/29/03	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW OF CORRESPONDENCE AND ORDER; WORK ON FILE;					

B	05/30/03	WTC	T	.50	550.00	275.00
	CORRESPONDENCE FROM AND TO TOM HOFFMAN;					

B	06/02/03	WTC	T	.75	550.00	412.50
	WORK ON SCHEDULING DOCUMENT INSPECTION;					

B	06/03/03	WTC	T	1.50	550.00	825.00
	TELEPHONE CONFERENCE WITH MICHAEL TABB; TELEPHONE CONFERENCE WITH REG COMBS; REVIEW MOTION;					

B	06/04/03	CPB	T	1.00	450.00	450.00
	REVIEW CORRESPONDENCE;					

B	06/10/03	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW OF MOTION AND ORDER; RECEIPT AND REVIEW OF ORDER; WORK ON DEPOSITION NOTICES;					

B	06/11/03	WTC	T	2.00	550.00	1,100.00
	TELEPHONE CONFERENCE WITH MICHAEL TABB;					

B	06/12/03	CPB	T	1.00	450.00	450.00
	REVIEW FILE; REVIEW CORRESPONDENCE; CONFERENCE					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

REGARDING SAME;

B	06/13/03	SVB	T	.75	65.00	48.75
RESEARCH RE: NY CASE						
B	06/18/03	KJW	T	3.00	250.00	750.00
REVIEW FILE; WORK ON TRAVEL PLANS TO ROCKY MOUNT.						
B	06/19/03	WTC	T	8.00	550.00	4,400.00
TRAVEL TO ROCKY MOUNT, NORTH CAROLINA FOR DOCUMENT REVIEW;						
B	06/19/03	KJW	T	3.00	250.00	750.00
REVIEW DOCS AND PLEADINGS IN PREPARATION OF TRIP TO ROCKY MOUNT, NC FOR DOCUMENT REVIEW.						
B	06/19/03	KJW	T	7.00	250.00	1,750.00
TRAVEL TO ROCKY MOUNT, NC AND DOCUMENT REVIEW.						
B	06/20/03	WTC	T	8.00	550.00	4,400.00
ATTEND DOCUMENT REVIEW; RETURN TRAVEL;						
B	06/20/03	KJW	T	12.00	250.00	3,000.00
DOCUMENT REVIEW; OBTAIN AND LOAD U-HAUL WITH DOCS; RETURN TRAVEL FROM ROCKY MOUNT WITH U-HAUL; UNLOAD DOCS AT STORAGE FACILITY AND DROP OFF VEHICLE.						
B	06/20/03	SVB	T	5.00	65.00	325.00
RESEARCH ON ANDREW PARISE						
B	06/23/03	WTC	T	.50	550.00	275.00
TELEPHONE CONFERENCE WITH KEN CARLSON;						
B	06/24/03	CPB	T	1.00	450.00	450.00
REVIEW CORRESPONDENCE;						
B	06/25/03	WTC	T	1.00	550.00	550.00

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00

ALL ENTRIES BEING BILLED

TELEPHONE CONFERENCE WITH TOM
HOFFMAN;

B	06/25/03	KJW	T	4.00	250.00	1,000.00
	REVIEW DOCS IN PREPARATION OF DRAFTING BRIEF AND RESONSE TO PARISE'S MOTION TO DISMISS/TRANSFER VENUE.					
B	06/26/03	KJW	T	3.25	250.00	812.50
	LEGAL RESEARCH REGARDING TIME LIMITS FOR FILING OF BRIEFS; PERSONAL JURISDICTION AND VENUE; MEETING WITH WTC REGARDING DRAFT BRIEF; EMAIL TO WTC REGARDING TIME FOR FILING BRIEFS.					
B	06/27/03	KJW	T	5.50	250.00	1,375.00
	WORK ON MOTION TO CONDUCT LIMITED DISCOVERY AS TO DEFENDANT PARISE PRIOR TO RULING ON MOTION TO DISMISS; WORK ON MEMORANDUM IN SUPPORT OF MOTION.					
B	06/29/03	KJW	T	2.50	250.00	625.00
	WORK ON MEMORANDUM IN SUPPORT OF MOTION TO CONDUCT PARISE'S DEPOSITION.					
B	06/29/03	KJW	T	.50	250.00	125.00
	WORK ON MOTION					
B	06/29/03	KJW	T	.25	250.00	62.50
	EMAILS TO WTC.					
B	06/30/03	KJW	T	2.50	250.00	625.00
	FINISH MOTION AND BRIEF TO CONDUCT PARISE'S DEPOSITION PRIOR TO MOTION TO DISMISS AND TO TRANSFER; SERVE MOTION AND BRIEF ON COUNSEL.					
B	06/30/03	KJW	T	.25	250.00	62.50

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00

ALL ENTRIES BEING BILLED

EMAIL TO/FROM SUSAN NORTON
REGARDING SERVICE OF
SUBPOENA.

B	07/01/03	KJW	T	12.00	250.00	3,000.00
	WORK ON BRIEF AND RESPONSE TO TAKE DEPO OF REMAINING DEFENDANTS (REMLEY, ET AL) PRIOR TO MOTION TO DISMISSAL AND TO TRANSFER; EMAILS TO WTC AND JENNY SURMONS.					
B	07/02/03	KJW	T	4.00	250.00	1,000.00
	WORK ON REVISIONS TO BRIEF AND RESPONSE TO TAKE DEPO OF REMAINING DEFENDANTS (REMLEY, ET AL) PRIOR TO MOTION TO DISMISS AND TO TRANSFER; EMAILS TO/FROM WTC; PREPARE DOCS FOR FILING AND SERVICE.					
B	07/08/03	WTC	T	.50	550.00	275.00
	WORK ON FILE;					
B	07/08/03	KJW	T	.25	250.00	62.50
	EMAILS TO/FROM FIRM MEMBERS REGARDING DEFENDANT PARISE'S CONTACTS IN NC.					
B	07/17/03	WTC	T	.50	550.00	275.00
	RECEIPT AND REVIEW OF REPLY BRIEF;					
B	07/17/03	KJW	T	.25	250.00	62.50
	REVIEW PARISE'S REPLY BRIEF.					
B	07/21/03	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW OF BRIEF;					
B	08/13/03	KJW	T	.50	250.00	125.00
	RESEARCH DOCUMENT MANAGEMENT COMPANIES; SCHEDULE MEETING WITH DOCUMENT COMPANY.					
B	08/13/03	KJW	T	2.50	250.00	625.00

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File # 21606.001

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Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

DOCUMENT REVIEW.

B	08/14/03	KJW	T	7.00	250.00	1,750.00
	DOCUMENT REVIEW; DICTATE SUMMARY OF DOCS.					
B	08/15/03	KJW	T	4.00	250.00	1,000.00
	DOCUMENT REVIEW.					
B	08/29/03	KJW	T	2.50	250.00	625.00
	WORK ON DOCUMENT REVIEW.					
B	09/24/03	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW OF ORDER OF REMAND TO STATE COURT;					
B	09/29/03	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE; TELEPHONE CONFERENCE WITH TOM GREENE AND MICHAEL TABB; MEMO TO KEVIN WILLIAMS;					
B	09/30/03	WTC	T	1.50	550.00	825.00
	WORK ON FILE REGARDING WITNESSES CONFERENCE AND JUDICIAL RESEARCH;					
B	09/30/03	KJW	T	3.50	250.00	875.00
	LEGAL RESEARCH REGARDING PERSONAL JURISDICTION OVER OFFICES/DIRECTORS OF LOCAL COMPANIES.					
B	10/01/03	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE;					
B	10/06/03	KJW	T	.25	250.00	62.50
	TELEPHONE CALL TO NATIONWIDE REGARDING RELEASE OF VEHICLE.					
B	10/06/03	KJW	T	.50	250.00	125.00
	WORK ON MEMO REGARDING JURISDICTION.					
B	10/07/03	WTC	T	2.75	550.00	1,512.50

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

REVIEW FILE; WORK ON WITNESS
IDENTIFICATION;

B 10/07/03 KJW T 4.50 250.00 1,125.00

LEGAL RESEARCH REGARDING
JURISDICTIONAL ISSUES; WORK ON
DRAFT OF MEMORANDUM OF LAW
(LONG) REGARDING PERSONAL
JURISDICTION.

B 10/07/03 KJW T 8.00 250.00 2,000.00

WORK ON MEMO (LONG) REGARDING
WHETHER NC COURTS HAVE
PERSONAL JURISDICTION OVER
INDIVIDUAL DEFENDANTS; LEGAL
RESEARCH REGARDING
JURISDICTION ISSUES.

B 10/08/03 WTC T 2.50 550.00 1,375.00

OFFICE CONFERENCE WITH KEVIN
WILLIAMS; WORK ON FILE;

B 10/09/03 WTC T 2.00 550.00 1,100.00

WORK ON FILE REGARDING
JUDICIAL ISSUE; OFFICE
CONFERENCE WITH KEVIN
WILLIAMS;

B 10/09/03 KJW T 3.50 250.00 875.00

WORK ON MEMO REGARDING
PERSONAL JURISDICTION; EMAIL
TO WTC REGARDING ANALYSIS;
MEETING WITH WTC REGARDING
CEASE WORK ON MEMO TO WORK ON
ESTABLISHING JURISDICTIONAL
CONTACTS EMAIL TO WTC
REGARDING CEASE WORK ON MEMO.

B 10/10/03 WTC T 1.50 550.00 825.00

REVIEW OBJECTIONS;
CORRESPONDENCE TO TOM HOFFMAN;
RECEIPT AND REVIEW OF
OBJECTION; RELATED SERVICES;

B 10/13/03 KJW T .50 250.00 125.00

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

RESEARCH RULES REGARDING TIME
FOR SERVICE; EMAILS

B	10/14/03	WTC	T	1.50	550.00	825.00
	OFFICE CONFERENCE WITH KEVIN WILLIAMS; RELATED SERVICES;					

B	10/14/03	KJW	T	5.00	250.00	1,250.00
	REVIEW DEFENDANT'S OBJECTIONS TO MAGISTRATE'S RECOMMENDATION TO REMAND CASE; WORK ON BRIEF IN OPPOSITION TO OBJECTIONS; LEGAL RESEARCH REGARDING SUBJECT MATTER JURISDICTION; EMAIL TO MIKE TABB.					

B	10/15/03	KJW	T	5.00	250.00	1,250.00
	LEGAL RESEARCH REGARDING BRIEF IN RESPONSE TO DEFENDANT'S OBJECTIONS TO MAGISTRATE'S RECOMMENDATION; WORK ON BRIEF.					

B	10/16/03	KJW	T	2.00	250.00	500.00
	REVIEW LEGAL RESEARCH REGARDING DIVERSITY JURISDICTION; TELEPHONE CALL TO MIKE TABB REGARDING AFFIDAVIT.					

B	10/20/03	KJW	T	6.00	250.00	1,500.00
	WORK ON BRIEF.					

B	10/21/03	KJW	T	3.00	250.00	750.00
	WORK ON BRIEF IN RESPONSE TO OBJECTION TO MAGISTRATE'S DECISION.					

B	10/22/03	KJW	T	2.00	250.00	500.00
	WORK ON BRIEF IN RESPONSE TO DEFENDANT'S OBJECTION TO MAGISTRATE.					

B	10/23/03	KJW	T	3.00	250.00	750.00
	WORK ON BRIEF IN RESPONSE TO					

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

DEFENDANT'S OBJECTION TO
MAGISTRATE'S RECOMMENDATION.

B	10/24/03	WTC	T	1.50	550.00	825.00
	CONFERENCE WITH KEVIN WILLIAMS; WORK ON BRIEF;					

B	10/24/03	KJW	T	8.50	250.00	2,125.00
	WORKED ON BRIEF IN RESPONSE TO DEFENDANT'S OBJECTION TO MAGISTRATE'S RECOMMENDATION; LEGAL RESEARCH REGARDING AMENDMENT OF NOTICE OF REMOVAL TO ADD JURISDICTIONAL BASIS; REVIEW DEFENDANT'S MOTION TO AMEND NOTICE OF REMOVAL.					

B	10/26/03	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH KEVIN WILLIAMS; REVIEW BRIEF;					

B	10/26/03	KJW	T	2.00	250.00	500.00
	WORKED ON BRIEF.					

B	10/27/03	WTC	T	.50	550.00	275.00
	CONFERENCE WITH KEVIN WILLIAMS; WORK ON BRIEF;					

B	10/27/03	KJW	T	6.00	250.00	1,500.00
	WORKED ON BRIEF; PREPARED DOCUMENT FOR FILING; WORKED ON REVISIONS TO BRIEF; MEETING WITH WTC REGARDING SUBSTANCE OF BRIEF.					

B	10/28/03	WTC	T	.50	550.00	275.00
	CONFERENCE WITH KEVIN WILLIAMS;					

B	11/14/03	KJW	T	.50	250.00	125.00
	REVIEW REPLY TO OUR RESPONSE BRIEF; LEGAL RESEARCH REGARDING REPLY BRIEFS; EMAIL TO WTC.					

B	11/26/03	KJW	T	.50	250.00	125.00
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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

LEGAL RESEARCH REGARDING
DEFENDANT'S REPLY BRIEFS;
EMAIL TO WTC.

B	12/04/03	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW MAGISTRATE'S RECOMMENDATION; CONFERENCE WITH KEVIN WILLIAMS; RELATED SERVICES;					
B	12/05/03	WTC	T	.50	550.00	275.00
	CORRESPONDENCE TO TOM HOFFMAN;					
B	12/05/03	KJW	T	.50	250.00	125.00
	REVIEW DEFENDANT'S REPLY BRIEF; SCHEDULE DEADLINE					
B	12/18/03	WTC	T	1.50	550.00	825.00
	CORRESPONDENCE TO TOM HOFFMAN; REVIEW DEFENDANTS' BRIEF; MEMORANDUM TO KEVIN WILLIAMS; RELATED SERVICES;					
B	01/06/04	WTC	T	1.50	550.00	825.00
	REVIEW AND REVISE OF BRIEF;					
B	01/07/04	TTY	T	.50	200.00	100.00
	REVIEW PLAINTIFF'S BRIEF OPPOSING REMOVAL TO FEDERAL COURT.					
B	01/29/04	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH BRUCE ERICKSON;					
B	02/04/04	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH BRUCE ERIKSON; CORESPONDENCE TO BRUCE ERIKSON; WORK ON BUDGET; RELATED SERVICES;					
B	02/10/04	WTC	T	.50	550.00	275.00
	CORRESPONDENCE FROM AND TO TOM GREENE;					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

B	02/18/04	WTC	T	1.00	550.00	550.00
	CORRESPONDENCE FROM AND TO TOM HOFFMAN; E-MAIL TO STEPHEN GRAY; RELATED SERVICES;					
B	02/24/04	KJW	T	.25	250.00	62.50
	TELEPHONE CALL FROM BUDGET STORAGE REGARDING MOISTURE ISSUES.					
B	04/02/04	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH DAVID MCRAIL;					
B	04/23/04	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH BRUCE ERICKSON; WORK ON FILE; CONFERENCE WITH KEVIN WILLIAMS; RELATED SERVICES;					
B	05/06/04	WTC	T	.50	550.00	275.00
	MEMORANDUM TO KEVIN WILLIAMS REGARDING MOTION TO DISMISS AND DISCOVERY;					
B	05/10/04	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW OF MOTION TO DISMISS AND AFFIDAVITS; CORRESPONDENCE TO DEFENSE COUNSEL;					
B	05/14/04	WTC	T	1.00	550.00	550.00
	WORK ON FILE; REVIEW OF MOTION; CONFERENCE WITH KEVIN WILLIAMS;					
B	05/17/04	WTC	T	.75	550.00	412.50
	CONFERENCE WITH KEVIN WILLIAMS; WORK ON MOTIONS; RELATED SERVICES;					
B	05/18/04	WTC	T	1.50	550.00	825.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING JUDICIAL ISSUES;					

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

TELEPHONE CONFERENCE WITH
DAVID EISEMAN;

B	05/19/04	WTC	T	1.50	550.00	825.00
	WORK ON JUDICIAL ISSUES;					
B	05/20/04	WTC	T	1.00	550.00	550.00
	WORK ON FILE;					
B	05/21/04	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH KEVIN WILLIAMS; TELEPHONE CONFERENCE WITH DAVID EISEMAN;					
B	05/25/04	WTC	T	1.00	550.00	550.00
	WORK ON SCHEDULING DEPOSITIONS;					
B	05/26/04	WTC	T	.75	550.00	412.50
	RECEIPT AND REVIEW CORRESPONDENCE FROM REG COMBS REGARDING DEPOSITION OF DEFENDANT KARP;					
B	06/02/04	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN;					
B	06/03/04	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN;					
B	06/04/04	WTC	T	1.00	550.00	550.00
	REVIEW MOTIONS; CONFERENCE WITH KEVIN WILLIAMS;					
B	06/07/04	WTC	T	.75	550.00	412.50
	CONFERENCE WITH KEVIN WILLIAMS; WORK ON FILE;					
B	06/16/04	WTC	T	1.00	550.00	550.00
	CORRESPONDENCE FROM AND TO DAVID EISEMAN; RECEIPT AND REVIEW OF CORRESPONDENCE FROM REG COMBS; RELATED SERVICES;					

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STATEMENT REVIEWS (PRE-BILLS)

BY

File type: ALL

Matter: ALL

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

B	06/28/04	WTC	T	1.50	550.00	825.00
	WORK ON FILE REGARDING DEPOSITION OF DEFENDANTS; CONFERENCE WITH DAVID EISEMAN AND JAMIE FOREMAN; RELATED SERVICES;					
B	07/06/04	WTC	T	.75	550.00	412.50
	VARIOUS MATTERS;					
B	07/27/04	WTC	T	1.50	550.00	825.00
	TELEPHONE CONFERENCES WITH COUNSEL; WORK ON SCHEDULING DEPOSITIONS;					
B	07/29/04	WTC	T	1.00	550.00	550.00
	WORK ON SCHEDULING DEPOSITIONS;					
B	08/01/04	WTC	T	1.25	550.00	687.50
	REVIEW TRUST AGREEMENT;					
B	08/02/04	WTC	T	1.00	550.00	550.00
	WORK ON DEPOSITIONS; CONFERENCE WITH KEVIN WILLIAMS; RELATED SERVICES;					
B	08/13/04	WTC	T	3.00	550.00	1,650.00
	PREPARATION FOR DEPOSITIONS ON JURISDICTIONAL ISSUES; RELATED SERVICES;					
B	08/14/04	WTC	T	3.00	550.00	1,650.00
	WORK ON FILE; PREPARATION FOR DEPOSITIONS;					
B	08/15/04	WTC	T	3.50	550.00	1,925.00
	REVIEW FILE; PREPARATION FOR DEPOSITIONS OF DEFENDANTS;					
B	08/16/04	WTC	T	3.00	550.00	1,650.00
	PREPARATION FOR DEPOSITIONS;					
B	08/17/04	WTC	T	2.00	550.00	1,100.00

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STATEMENT REVIEWS (PRE-BILLS)

BY

File type: ALL

Matter: ALL

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

WORK ON FILE;

B	08/18/04	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE;					

B	08/19/04	WTC	T	7.00	550.00	3,850.00
	WORK ON FILE; CONFERENCE WITH KEVIN WILLIAMS; WORK ON DEPOSITIONS;					

B	08/20/04	WTC	T	3.00	550.00	1,650.00
	PREPARATION FOR DEPOSITIONS; ORGANIZE FILES; RELATED SERVICES;					

B	08/21/04	WTC	T	3.00	550.00	1,650.00
	PREPARATION FOR DEPOSITIONS;					

B	08/23/04	WTC	T	10.00	550.00	5,500.00
	TRAVEL TO NEW YORK FOR DEPOSITIONS OF DIRECTORS; PREPARATION FOR DEPOSITIONS;					

B	08/24/04	WTC	T	10.00	550.00	5,500.00
	CONDUCT DEPOSITIONS OF REMLEY AND HOFFMAN; PREPARATION FOR CONTINUING DEPOSITIONS;					

B	08/25/04	WTC	T	10.50	550.00	5,775.00
	CONDUCT DEPOSITIONS OF SCHENKER AND PARISE; PREPARATION FOR CONTINUING DEPOSITIONS;					

B	08/26/04	WTC	T	9.50	550.00	5,225.00
	CONDUCT DEPOSITIONS OF KARP AND KRAMER;					

B	08/27/04	WTC	T	4.00	550.00	2,200.00
	RETURN TRAVEL;					

B	08/29/04	WTC	T	1.50	550.00	825.00
	WORK ON FILE; RECEIPT AND REVIEW OF MOTIONS; RELATED SERVICES;					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

B	09/02/04	WTC	T	1.75	550.00	962.50
	RECEIPT AND REVIEW MOTIONS TO DISMISS;					
B	09/03/04	WTC	T	2.00	550.00	1,100.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN;					
B	09/08/04	WTC	T	3.00	550.00	1,650.00
	WORK ON RESPONSE TO MOTION TO DISMISS;					
B	09/08/04	WTC	T	5.00	550.00	2,750.00
	WORK ON BRIEF; PREPARATION FOR HEARING;					
B	09/09/04	SVB	T	.75	65.00	48.75
	REVIEWED CREDITOR'S BRIEF, LIST OF CREDITORS					
B	09/10/04	WTC	T	3.00	550.00	1,650.00
	PREPARATION FOR HEARING;					
B	09/12/04	WTC	T	4.00	550.00	2,200.00
	TELEPHONE CONFERENCE WITH KEVIN WILLIAMS; PREPARATION FOR HEARING;					
B	09/13/04	WTC	T	5.00	550.00	2,750.00
	PREPARATION FOR HEARING; APPEARANCE IN SUPERIOR COURT; CONFERENCE WITH DEFENSE COUNSEL; ARGUMENT IN COURT RESULTING IN DENIAL OF ALL MOTIONS TO DISMISS; CORRESPONDENCE TO TOM HOFFMAN; RELATED SERVICES;					
B	09/14/04	WTC	T	2.50	550.00	1,375.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING ORDER DENYING MOTIONS TO DISMISS; E-MAIL TO TOM HOFFMAN;					
B	09/21/04	WTC	T	2.50	550.00	1,375.00

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

WORK ON ORDER; WORK ON FILE;

B	09/22/04	WTC	T	1.00	550.00	550.00
	WORK ON FILE;					

B	09/23/04	WTC	T	1.00	550.00	550.00
	WORK ON FILE;					

B	09/24/04	WTC	T	1.75	550.00	962.50
	WORK ON ORDER; CONFERENCE WITH KEVIN WILLIAMS; RELATED SERVICES;					

B	09/27/04	WTC	T	1.50	550.00	825.00
	CONFERENCE WITH JAMIE FORMAN; WORK ON FILE REGARDING ORDER;					

B	10/05/04	WTC	T	1.00	550.00	550.00
	WORK ON ORDER;					

B	10/05/04	SVB	T	.50	65.00	32.50
	LETTER TO NY COURT RE: KRAMER CASE					

B	10/06/04	WTC	T	1.00	550.00	550.00
	WORK ON ORDER;					

B	10/15/04	SVB	T	.50	65.00	32.50
	TELEPHONE CONFERENCE W/ NY CLERK'S OFFICE RE: KRAMER CASE					

B	10/18/04	SVB	T	.75	65.00	48.75
	CONFERENCE W/KEVIN WILLIAMS RE: COPY SERVICE; LONG DISTANCE CALL TO WASHINGTON DOCUMENTS; CALL TO COURT EXPRESS RE: COPY SERVICE					

B	10/19/04	SVB	T	.25	65.00	16.25
	CONFERENCE W/ KEVIN WILLIAMS RE: TRUSTEE; SEARCH FOR INFO ON COPYING SERVICE					

B	10/20/04	SVB	T	.25	65.00	16.25
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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00

ALL ENTRIES BEING BILLED

LONG DISTANCE CALL TO STEPHEN
GRAY'S OFFICE

B 10/20/04 WTC T .50 550.00 275.00
CHECK ON STATUS OF ORDER;

B 10/22/04 WTC T 1.00 550.00 550.00
EXTENDED CONFERENCE WITH BRUCE
ERICKSON REGARDING STATUS;

B 10/22/04 SVB T .25 65.00 16.25
TELEPHONE CONFERENCE W/STEPHEN
GRAY'S OFFICE RE: KRAMER FILE;
CONFERENCE W/ KEVIN WILLIAMS
RE: PACER INFORMATION ON
KRAMER CASE

B 10/24/04 WTC T .75 550.00 412.50
E-MAIL REGARDING CONFERENCE
CALL; WORK ON FILE;

B 10/25/04 WTC T 2.00 550.00 1,100.00
CONFERENCE WITH TOM HOFFMAN;
WORK ON SCHEDULING CONFERENCE
CALL;

B 10/26/04 WTC T 2.00 550.00 1,100.00
RECEIPT AND REVIEW OF SIGNED
ORDER; CORRESPONDENCE TO
COUNSEL;

B 10/28/04 WTC T 2.00 550.00 1,100.00
WORK ON DEMAND LETTER;

B 10/29/04 WTC T 2.00 550.00 1,100.00
CONFERENCE WITH TOM HOFFMAN;

B 11/02/04 WTC T 1.50 550.00 825.00
RECEIPT AND REVIEW OF NOTICE
OF APPEAL AND WORK ON FILE;

B 11/03/04 WTC T 2.00 550.00 1,100.00
WORK ON FILE; RECEIPT AND
REVIEW OF NOTICE OF APPEAL;

B 11/04/04 WTC T 2.00 550.00 1,100.00

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

TELEPHONE CONFERENCE WITH REG
COMBS; REVIEW LETTER;

B	11/04/04	KJW	T	.25	250.00	62.50
	IDENTIFY DOCUMENTS TO OBTAIN FROM KRAMER V. REMLEY LAWSUIT IN NEW YORK					
B	11/10/04	KJW	T	.50	250.00	125.00
	TELEPHONE CALL FROM REGGIE COMBS RE: STAY OF CASE DUE TO APPEAL; REPLY EMAIL RE: STAY OF CASE					
B	11/14/04	WTC	T	1.75	550.00	962.50
	RECEIPT AND REIVEW OF NOTICE OF APPEAL OF DEFENDANT PARISE; CORRESPONDENCE TO TRIAL COURT ADMINISTRATOR; RELATED SERVICES;					
B	11/15/04	SVB	T	.75	65.00	48.75
	RESEARCH ON KRAMER CASE					
B	11/20/04	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW OF RECORD ON APPEAL;					
B	11/20/04	KJW	T	.50	250.00	125.00
	E-MAIL TO ATTORNEY HANDLING BANKRUPTCY ACTION RE: CASE STATUS					
B	12/08/04	KJW	T	.25	250.00	62.50
	REVIEW RULES ON RECORDS OF APPEAL					
B	12/10/04	KJW	T	.25	250.00	62.50
	EMAIL TO REG COMBS RE: RECORD ON APPEAL					
B	12/13/04	KJW	T	.50	250.00	125.00
	REVIEW EMAIL FROM REG COMBS RE: SETTling RECORD ON APPEAL; SCHEDULING OF ADMIN. CALENDAR					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

B	12/13/04	WTC	T	.75	550.00	412.50
	RECEIPT AND REVIEW CORRESPONDENCE FOR REG COMBS; RELATED SERVICES;					
B	12/15/04	KJW	T	.50	250.00	125.00
	WORK ON RECORD ON APPEAL					
B	12/17/04	KJW	T	.50	250.00	125.00
	REVIEW SECOND ALTERNATIVE PROPOSED RECORD ON APPEAL					
B	12/20/04	WTC	T	1.50	550.00	825.00
	WORK ON RECORD ON APPEAL; CONFERENCE WITH KEVIN WILLIAMS;					
B	12/21/04	KJW	T	1.00	250.00	250.00
	RESEARCH DEADLINES FOR SETTLEMENT RECORD ON APPEAL; WORK ON PROPOSED RECORD ON APPEAL					
B	12/21/04	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING RECORD ON APPEAL;					
B	12/22/04	WTC	T	1.00	550.00	550.00
	WORK ON RECORD ON APPEAL;					
B	01/03/05	KJW	T	.25	250.00	62.50
	PREPARE FOR ADMIN CALENDAR					
B	01/04/05	KJW	T	1.25	250.00	312.50
	ATTEND ADMIN CALENDAR RE: TRIAL DATE					
B	01/05/05	KJW	T	1.50	250.00	375.00
	WORK ON PROPOSED RECORD ON APPEAL					
B	01/06/05	KJW	T	1.00	250.00	250.00
	WORK ON RECORD ON APPEAL					
B	01/07/05	KJW	T	5.50	250.00	1,375.00

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001 Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00 ALL ENTRIES BEING BILLED

WORK ON PROPOSED RECORD ON
APPEAL

B	01/10/05	KJW	T	2.00	250.00	500.00
	WORK ON PROPOSED RECORD ON APPEAL					

B	01/11/05	KJW	T	7.00	250.00	1,750.00
	WORK ON RECORD ON APPEAL AND GATHERING DEPOSITION TRANSCRIPTS, EXHIBITS AND TRANSCRIPT OF HEARING; TELEPHONE CALLS TO CLERK OF COURT;					

B	01/11/05	WTC	T	2.00	550.00	1,100.00
	WORK ON RECORD ON APPEAL;					

B	01/12/05	KJW	T	1.00	250.00	250.00
	WORK ON RECORD ON APPEAL					

B	01/12/05	WTC	T	1.00	550.00	550.00
	WORK ON RECORD ON APPEAL;					

B	01/13/05	KJW	T	1.50	250.00	375.00
	FINALIZE PROPOSED RECORD ON APPEAL; PREPARE FOR SERVICE					

B	01/17/05	KJW	T	2.25	250.00	562.50
	WORK ON PREPARING EXHIBITS FOR APPEAL; TELEPHONE CALL FROM REG COMBS RE: AMEND STATEMENT OF JURISDICTION					

B	01/18/05	KJW	T	1.75	250.00	437.50
	PREP EXHIBIT FOR APPEAL; TELEPHONE CALL TO REG COMBS RE: STATEMENT OF JURISDICTION AND STIPULATION; REVIEW RULES RE: DEADLINES; REVISE STATEMENT OF JURISDICTION; LETTER TO COUNSEL RE: SAME; REVIEW LETTER FROM REG COMBS RE: SETTLING RECORD ON APPEAL					

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STATEMENT REVIEWS (PRE-BILLS)

BY
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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00

ALL ENTRIES BEING BILLED

B	01/19/05	WTC	T	.50	550.00	275.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING RECORD ON APPEAL;					
B	01/19/05	KJW	T	.50	250.00	125.00
	LETTER TO COUNSEL RE: REVISED STATEMENT OF JURISDICTION; EMAIL TO REG COMBS RE: DEPO EXHIBITS					
B	01/24/05	KJW	T	.25	250.00	62.50
	REVIEW/REPLY TO EMAILS RE: RECORD ON APPEAL					
B	01/24/05	WTC	T	1.00	550.00	550.00
	WORK ON RECORD ON APPEAL;					
B	02/07/05	WTC	T	.75	550.00	412.50
	WORK ON APPEAL; RECEIPT AND REVIEW OF CORRESPONDENCE;					
B	02/08/05	WTC	T	1.00	550.00	550.00
	WORK ON APPEAL;					
B	02/10/05	KJW	T	.25	250.00	62.50
	EMAIL FROM DEFENDANT RE: AVAILABILITY OF TRANSCRIPTS					
B	02/11/05	KJW	T	1.00	250.00	250.00
	PREP APPEAL DOCUMENTS FOR DELIVERY TO REGGIE COMBS; EMAILS TO/FROM DEFENDANT; EMAILS TO /FROM JENNY SURMONS RE: DOCUMENTS					
B	02/14/05	KJW	T	.25	250.00	62.50
	RECEIVE ENTIRE PROPOSED RECORD ON APPEAL					
B	02/24/05	KJW	T	.25	250.00	62.50
	EMAILS WITH JENNY SURMONS RE: STATUS					
B	03/09/05	WTC	T	1.00	550.00	550.00

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

RECEIPT AND REVIEW OF
CORRESPONDENCE REGARDING
APPEAL; RELATED SERVICES;

B	03/14/05	KJW	T	.25	250.00	62.50
	REVIEW EMAILS RE: STATUS REPORT					
B	03/14/05	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING MEDIATION; CORRESPONDENCE FROM TOM HOFFMAN;					
B	03/15/05	WTC	T	1.50	550.00	825.00
	TELEPHONE CONFERENCE WITH REG COMBS; ATTEMPTS TO CONTACT DAVID EISEMAN;					
B	03/16/05	KJW	T	.25	250.00	62.50
	WORK ON REIMBURSEMENT FOR COSTS OF COPIES FOR APPEAL					
B	03/16/05	WTC	T	2.50	550.00	1,375.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN; TELEPHONE CONFERENCE WITH TOM HOFFMAN; RECEIPT AND REVIEW OF RECORD ON APPEAL;					
B	03/17/05	WTC	T	2.50	550.00	1,375.00
	TELEPHONE CONFERENCE WITH TOM HOFFMAN;					
B	03/17/05	KJW	T	1.00	250.00	250.00
	WORK ON REIMBURSEMENT FOR APPEAL DOCUMENTS; INVESTIGATE DEFENDANT'S INTEREST IN MEDIATING CASE					
B	03/18/05	WTC	T	2.00	550.00	1,100.00
	CONFERENCE WITH BRUCE ERICKSON; CORRESPONDENCE TO MR. ERICKSON; TELEPHONE CONFERENCE WITH REG COMBS AND					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

DAVID EISEMAN;

B	03/21/05	KJW	T	.25	250.00	62.50
	REVIEW PRINTED RECORD ON APPEAL					
B	03/23/05	WTC	T	1.50	550.00	825.00
	E-MAIL FROM AND TO DAVID EISEMAN REGARDING MEDIATION;					
B	03/28/05	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW OF VARIOUS CORRESPONDENCE REGARDING MEDIATION AND APPEAL;					
B	03/28/05	KJW	T	.50	250.00	125.00
	EMAILS RE: MEDIATION OF CASE; TELEPHONE CALL TO DAVID EISEMAN RE: MEDIATION					
B	04/04/05	KJW	T	.50	250.00	125.00
	WORK ON REIMBURSEMENT FOR COPYING CHARGES					
B	04/05/05	KJW	T	.75	250.00	187.50
	REVIEW PARISE'S MOTION FOR LEAVE TO BRIEF QUESTION UNDERLYING PENDING PETITION FOR WRIT OF CERT.; EMAIL TO TOM COMERFORD					
B	04/06/05	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW OF ORDER;					
B	04/08/05	WTC	T	.50	550.00	275.00
	REVIEW MOTION TO EXTEND BRIEFING SCHEDULE;					
B	04/12/05	KJW	T	.50	250.00	125.00
	TELEPHONE CALL TO COURT RE: BRIEF DEADLINE; EMAILS WITH JENNY SURMONS					
B	04/13/05	WTC	T	1.00	550.00	550.00
	RECEIPT AND REVIEW BRIEF OF					

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BY
Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

JOEL KARP;

B	04/27/05	WTC	T	.75	550.00	412.50
	CONFERENCE WITH KEVIN WILLIAMS REGARDING APPELLATE BRIEF; WORK ON FILE;					
B	04/27/05	KJW	T	.75	250.00	187.50
	WORK ON BRIEF AND SCHEDULING ISSUES; LETTER TO CLERK RE: DEADLINE FOR FILING					
B	05/22/05	WTC	T	.50	550.00	275.00
	E-MAIL TO DAVID EISEMAN;					
B	05/23/05	WTC	T	.75	550.00	412.50
	TELEPHONE CONFERENCE WITH TRUSTEE REGARDING STATUS;					
B	05/30/05	WTC	T	.75	550.00	412.50
	E-MAIL FROM AND TO DAVID EISEMAN REGARDING MEDIATION;					
B	06/01/05	KJW	T	.25	250.00	62.50
	EMAILS TO TOM COMERFORD RE: TEXFI BRIEF					
B	06/02/05	KJW	T	.25	250.00	62.50
	EMAIL TO TOM COMERFORD RE: BRIEF					
B	06/07/05	KJW	T	1.00	250.00	250.00
	WORK MOTION AND ORDER EXTENDING TIME TO FILE BRIEF; EMAIL TO ALL COUNSEL RE: CONSENT TO EXTENSION					
B	06/08/05	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN;					
B	06/08/05	KJW	T	.75	250.00	187.50
	DRAFT MOTION FOR EXTENSION OF TIME AND ORDER TO FILE BRIEF					
B	06/09/05	WTC	T	2.00	550.00	1,100.00

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Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

TELEPHONE CONFERENCE WITH
DAVID EISEMAN; WORK ON
MEDIATION;

B	06/09/05	KJW	T	.25	250.00	62.50
	SCHEDULE MEDIATION					

B	06/10/05	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN;					

B	06/12/05	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH DAVID EISEMAN; PREPARATION FOR MEDIATION;					

B	06/13/05	KJW	T	.50	250.00	125.00
	CONTACT POYNER AND SPOVILL RE: MEDIATION; RESEARCH SUIT FILLINGS IN DJ ACTION					

B	06/17/05	WTC	T	.50	550.00	275.00
	WORK ON FILE REGARDING MEDIATION; CORRESPONDENCE TO COUNSEL; RELATED SERVICES;					

B	06/20/05	KJW	T	1.00	250.00	250.00
	TELEPHONE CONFERENCE WITH COURT OF APPEALS RE: TIMELINES OF BRIEF; WORK ON GETTING EXTENSION OF TIME; WORK ON APPEAL					

B	06/21/05	KJW	T	.50	250.00	125.00
	TELEPHONE CALL FROM D. EISEMAN RE: MEDICATION; EMAIL TO JENNY SURMONS					

B	06/22/05	KJW	T	.50	250.00	125.00
	TELEPHONE CALL TO JOHN CONNELL RE: ORDER GRANTING EXTENSION					

B	06/27/05	WTC	T	1.00	550.00	550.00
	PREPARATION FOR MEDIATION;					

B	06/27/05	KJW	T	2.00	250.00	500.00
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STATEMENT REVIEWS (PRE-BILLS)

BY

Matter: ALL

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

BEGIN MEDIATION BRIEF; WORK ON
GETTING PLEADINGS IN DJ
ACTION

B	06/28/05	WTC	T	.50	550.00	275.00
	WORK ON FILE;					

B	06/29/05	KJW	T	4.00	250.00	1,000.00
	WORK ON MEDIATION BRIEF					

B	06/30/05	SVB	T	1.50	65.00	97.50
	TELEPHONE CALL (LONG DISTANCE) TO MIKE TABB RE: KRAMER V. REMLEY; RESEARCH SUPREME COURT OF NY					

B	06/30/05	ARD	T	.75	175.00	131.25
	CONFERENCE WITH KEVIN WILLIAMS RE: STATUS OF CASE; MEDIATION POSITION STATEMENT AND APPELATE BRIEF					

B	06/30/05	KJW	T	6.00	250.00	1,500.00
	WORK ON MEDIATION AND APPELLATE BRIEFS; MEETING WITH ALAN DICKINSON RE: MEDIATION BRIEF; EMAIL TO MIKE TABB RE: BRIEF					

B	07/01/05	SVB	T	1.75	65.00	113.75
	RESEARCH RE: NY CASE					

B	07/05/05	KJW	T	.50	250.00	125.00
	EMAILS WITH CO-COUNSEL RE: MEDIATION BRIEF					

B	07/06/05	SVB	T	1.50	65.00	97.50
	RESEARCH NY CASE; FAX TO SONYA COLLINS @ GREENE AND HOFFMAN; CONFERENCE WITH KEVIN WILLIAMS RE: BRIEF EXHIBITS					

B	07/06/05	WTC	T	.50	550.00	275.00
	PREPARATION FOR MEDIATION;					

B	07/06/05	ARD	T	7.00	175.00	1,225.00
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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

DOCUMENT REVIEW; COMPLAINT AND
AMENDED COMPLAINT' VARIOUS
DEPOSITIONS TRANSCRIPTS OF
INDIVIDUAL DEFENDANTS;
TIMELINE; LEGAL RESEARCH RE:
SUPPORT FOR LIABILITY UNDER
EACH THEORY OF RECOVERY

B	07/06/05	KJW	T	5.00	250.00	1,250.00
	6WORK ON MEDIATION AND APPELLATE BRIEF; REVIEW PLEADINGS FILED IN DJ ACTION					
B	07/07/05	SVB	T	1.75	65.00	113.75
	REVIEWED AND PREPARED EXHIBITS FOR BRIEF					
B	07/07/05	ARD	T	7.00	175.00	1,225.00
	RESEARCH AND ANALYSIS RE: SUPPORT FOR LIABILITY UNDER EACH THEORY OF RECOVERY; TRAVEL TO/FROM WAKE FOREST UNIVERSITY LAW LIBRARY; PREPARATION OF MEDIATION POSITION STATEMENT-LIABILITY SECTION					
B	07/07/05	KJW	T	3.50	250.00	875.00
	WORK ON TEXFI MEDIATION AND APPELLATE BRIEFS; EMAILS TO TOMCOMERFORD AND CO-COUNSEL RE: MEDIATION BRIEF					
B	07/08/05	ARD	T	6.50	175.00	1,137.50
	DOCUMENT PRESENTATION AND REVISION; LIABILITY SECTION OF MEDIATION POSITION STATEMENT; CONFERENCE WITH KEVIN WILLIAMS RE: 7/15 MEDIATION					
B	07/08/05	WTC	T	1.50	550.00	825.00
	PREPARATION FOR MEDIATION;					
B	07/08/05	KJW	T	5.00	250.00	1,250.00
	WORK ON MEDIATION - APPELLATE					

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
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Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00 ALL ENTRIES BEING BILLED

BRIEFS ; EMAILS WITH
CO-COUNSEL RE: MEDIATION
BRIEF

B	07/10/05	KJW	T	3.00	250.00	750.00
LEGAL RESEARCH RE: JURISDICTION; WORK ON MEDIATION AND APPELLATE BRIEFS						
B	07/11/05	ARD	T	3.25	175.00	568.75
CONFERENCE WITH KEVIN WILLIAMS RE: APPELLATE BRIEF; DOCUMENT REVIEW; DRAFT BRIEF IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS; DOCUMENT REVIEW; BRIEFS OF DEFENDANT'S KARP, PARISE, KRAMER, REMLEY AND MENTMORE						
B	07/11/05	KJW	T	3.75	250.00	937.50
WORK ON APPELLATE BRIEF; LEGAL RESEARCH						
B	07/12/05	SVB	T	2.75	65.00	178.75
LONG DISTANCE CALL TO CLERK OF COURT-COURT OF APPEALS; PREPARED MOTION AND BRIEF FOR FILING AND SERVICE; CORRESPONDENCE TO DEFENSE COUNSEL; REVISED MOTION AND BREIF						
B	07/12/05	ARD	T	5.00	175.00	875.00
DOCUMENT REVIEW; LEGAL RESEARCH TO UPDATE CASES CITED IN OUR APPELLATE BRIEF; CASE ANALYSIS TO DISTIGUISH CASES CITED BY DEFENDANT'S						
B	07/12/05	WTC	T	4.00	550.00	2,200.00
PREPARATION FOR MEDIATION;						
B	07/12/05	KJW	T	4.00	250.00	1,000.00
DRAFT MOTION FOR EXTENSION OF						

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

TIME TO FILE BRIEF TO MEDIATE
CASE; EMAILS/TELEPHONE CALLS
TO ALL COUNSEL; TELEPHONE
CONFERENCE WITH COURT; WORK ON
APPELLATE AND MEDIATION BRIEF;
EMAILS TO DEFENDANTS RE:
MEDIATION BRIEF

B	07/13/05	ARD	T	2.00	175.00	350.00
		REVIEW; UPDATE AND REVISE APPELLATE BRIEF; EMAIL CORRESPONDENCE WITH KEVIN WILLIAMS				
B	07/13/05	SVB	T	1.75	65.00	113.75
		REVISED MEDIATION BRIEF				
B	07/13/05	WTC	T	5.00	550.00	2,750.00
		PREPARATION FOR MEDIATION;				
B	07/13/05	KJW	T	5.00	250.00	1,250.00
		TELEPHONE CALL TO COURT RE: EXTENSION OF TIME; FINALIZE MEDIATION BRIEF; EMAIL BRIEF TO MEDIATOR AND COUNSEL; ATTEND ADMINISTRATION HEARING; WORK ON APPELLATE BRIEF				
B	07/14/05	ARD	T	3.00	175.00	525.00
		APPELLATE BRIEF; CONFERENCE WITH KEVIN WILLIAMS				
B	07/14/05	WTC	T	8.75	550.00	4,812.50
		CONFERENCE CALL WITH TRUSTEE AND CO-COUNSEL REGARDING MEDIATION; PREPARATION FOR MEDIATION; CONFERENCE WITH KEVIN WILLIAMS;				
B	07/14/05	ARD	T	3.00	175.00	525.00
		DOCUMENT REVISION; APPELLATE BRIEF; CONFERENCE WITH KEVIN WILLIAMS				
B	07/14/05	KJW	T	3.00	250.00	750.00

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STATEMENT REVIEWS (PRE-BILLS)

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Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

MEDIATION PREP

B	07/15/05	WTC	T	11.00	550.00	6,050.00
	PREPARATION FOR MEDIATION; TRAVEL TO CHARLOTTE; ATTEND MEDIATION; CONFERENCE WITH TOM HOFFMAN; RETURN TRAVEL; RELATED SERVICES;					
B	07/15/05	KJW	T	11.00	250.00	2,750.00
	ATTEND MEDIATION IN CHARLOTTE, NC					
B	07/18/05	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE REGARDING APPEAL;					
B	07/18/05	ARD	T	2.00	175.00	350.00
	PREPARE AND REVISE MOTION TO EXTEND PAGE LIMITATION; CONFERENCE WITH KEVIN WILLIAMS; FILING					
B	07/19/05	WTC	T	1.00	550.00	550.00
	REVISIONS TO CORRESPONDENCE REGARDING SETTLEMENT DEMAND; REVIEW CORRESPONDENCE REGARDING APPELLATE BRIEF; RELATED SERVICES;					
B	07/19/05	KJW	T	7.00	250.00	1,750.00
	WORK ON APPELLATE BRIEF					
B	07/20/05	WTC	T	2.00	550.00	1,100.00
	WORK ON FILE REGARDING SETTLEMENT; CONFERENCE WITH TOM HOFFMAN; REVIEW CORRESPONDENCE FROM FRED THURMAN;					
B	07/21/05	WTC	T	2.00	550.00	1,100.00
	WORK ON SETTLEMENT; RECEIPT AND REVIEW OF REPORT OF MEDIATOR AND BILL;					
B	07/21/05	KJW	T	8.50	250.00	2,125.00

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STATEMENT REVIEWS (PRE-BILLS)

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File # 21606.001

Re: BREECH OF CONTRACT (BUSINESS)

Client Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC

Last billed 00/00/00

ALL ENTRIES BEING BILLED

WORK ON APPELLATE BRIEF; WORK
ON MOTION TO WAIVE PAGE
LIMITATION

B	07/22/05	ARD	T	.50	175.00	87.50
CONFERENCE WITH JOHN CONNELL AND KEVIN WILLIAMS RE: EXTENSION OF PAGE LIMIT FOR BRIEF						
B	07/22/05	KJW	T	2.00	250.00	500.00
TELEPHONE CALL FROM POYNER & SPRUIELL RE: STATUS OF CASE; WORK ON APPELLATE BRIEF						
B	07/25/05	WTC	T	2.00	550.00	1,100.00
TELEPHONE CONFERENCE WITH TOM HOFFMAN; WORK ON SETTLEMENT; RECEIPT AND REVIEW OF ORDER; TELEPHONE CONFERENCE WITH DAVID MANGEL;						
B	07/25/05	ARD	T	2.00	175.00	350.00
CONFERENCE WITH KEVIN WILLIAMS; CITE CHECK REVISED COA BRIEF						
B	07/25/05	KJW	T	2.00	250.00	500.00
WORK ON APPELLATE BRIEF						
B	07/26/05	WTC	T	1.50	550.00	825.00
E-MAIL FROM AND TO TOM HOFFMAN;						
B	07/26/05	ARD	T	7.00	175.00	1,225.00
DOCUMENT REVIEW - TRANSCRIPTS; PREPARATION AND REVISION OF COA BRIEF						
B	07/26/05	KJW	T	.75	250.00	187.50
WORK ON APPEAL						
B	07/27/05	WTC	T	1.00	550.00	550.00
RESEARCH REGARDING JUDGMENT ISSUE; REVIEW INFORMATION ON						

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
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Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

APPAREL INDUSTRY;

B	07/27/05	ARD	T	6.00	175.00	1,050.00
	CONFERENCE WITH KEVIN WILLIAMS; DOCUMENT REVIEW-FILE AND DEPOSITION TRANSCRIPTS; REVISION OF COA BRIEF TO INCLUDE RECORD CITATIONS					
B	07/27/05	KJW	T	.25	250.00	62.50
	STATUS UPDATE ON BRIEF WITH ALAN DICKINSON; EMAIL TO ALAN RE: BRIEF					
B	07/29/05	KJW	T	6.00	250.00	1,500.00
	WORK ON APPELLATE BRIEF					
B	07/29/05	KJW	T	1.00	250.00	250.00
	WORK ON APPELLATE BRIEF					
B	07/31/05	KJW	T	3.00	250.00	750.00
	WORK ON APPELLATE BRIEF; EMAIL TO TOM COMERFORD					
B	08/01/05	WTC	T	1.75	550.00	962.50
	REVIEW APPELLATE BRIEF PRIOR TO FILING; CONFERENCE WITH KEVIN WILLIAMS;					
B	08/01/05	KJW	T	4.00	250.00	1,000.00
	FINISH APPELLATE BRIEF; PREPARE FOR FILING WITH COURT OF APPEALS					
B	08/03/05	KJW	T	.25	250.00	62.50
	REVIEW APPROVAL OF CLERK RE: APPELLATE BRIEF					
B	08/04/05	WTC	T	.75	550.00	412.50
	WORK ON SETTLEMENT;					
B	08/16/05	WTC	T	.50	550.00	275.00
	TELEPHONE CONFERENCE WITH TOM HOFFMAN;					
B	08/18/05	WTC	T	1.00	550.00	550.00

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

WORK ON FILE REGARDING EXPERT
WITNESSES;

B	09/21/05	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH BRUCE ERICKSON; E-MAIL TO TOM HOFFMAN;					
B	09/26/05	KJW	T	1.50	250.00	375.00
	REVIEW FINANCIAL INFORMATION; REVIEW CASE AGAINST MENTMORE; RESEARCH MENTMORE					
B	09/27/05	WTC	T	1.50	550.00	825.00
	CONFERENCE WITH TOM HOFFMAN; CONFERENCE WITH KEVIN WILLIAMS; REVIEW FILE;					
B	09/29/05	WTC	T	.75	550.00	412.50
	REVIEW BRIEF REGARDING JURISDICTIONAL ISSUES FOR MENTMORE HOLDINGS;					
B	09/30/05	KJW	T	.25	250.00	62.50
	LETTER TO CO-COUNSEL ENCLOSING FINANCIAL RECORDS					
B	10/03/05	WTC	T	.75	550.00	412.50
	CONFERENCE WITH TOM HOFFMAN;					
B	10/06/05	WTC	T	1.50	550.00	825.00
	RECEIPT AND REVIEW COURT CALENDAR SCHEDULING APPELLATE ARGUMENTS; CORRESPONDENCE TO TOM HOFFMAN; CORRESPONDENCE TO BRUCE ERICKSON;					
B	10/07/05	KJW	T	.25	250.00	62.50
	EMAILS WITH TOM COMERFORD REGARDING ORAL ARGUMENT					
B	10/25/05	WTC	T	1.00	550.00	550.00
	CONFERENCE WITH TRUSTEE;					
B	11/02/05	WTC	T	.50	550.00	275.00

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
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CONFERENCE WITH KEVIN WILLIAMS
REGARDING APPEAL;

B	11/02/05	KJW	T	2.75	250.00	687.50
	RESEARCH REGARDING APPELLATE RULES GOVERNING ARGUMENT TIME; EMAILS WITH TOM COMERFORD; WORK ON APPEAL					
B	11/03/05	WTC	T	2.00	550.00	1,100.00
	PREPARATION FOR ORAL ARGUMENT; CONFERENCE WITH KEVIN WILLIAMS;					
B	11/03/05	KJW	T	5.00	250.00	1,250.00
	WORK ON APPELLATE ARGUMENT; MEETING WITH TOM COMERFORD REGARDING HANDLING OF ORAL ARGUMENT					
B	11/04/05	KJW	T	4.00	250.00	1,000.00
	WORK ON APPELLATE ARGUMENT; LEGAL RESEARCH FOR ORAL ARGUMENT					
B	11/07/05	KJW	T	7.00	250.00	1,750.00
	WORK ON APPELLATE ARGUMENT					
B	11/08/05	ARD	T	5.50	175.00	962.50
	DOCUMENT REVIEW: APPELLATE BRIEFS; RECORD ON APPEAL; LEGAL RESEARCH RE: IMPUTING OFFICIAL ACTS TO INDIVIDUAL DEFENDANTS FOR PERSONAL JURISDICTION					
B	11/08/05	WTC	T	1.50	550.00	825.00
	WORK ON APPELLATE ARGUMENT;					
B	11/08/05	KJW	T	5.00	250.00	1,250.00
	WORK ON APPELLATE ARGUMENT					
B	11/09/05	ARD	T	6.00	175.00	1,050.00
	DOCUMENT REVIEW; LEGAL RESEARCH RE: IMPUTTING OFFICIAL ACTS TO INDIVIDUAL					

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
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Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

DEFENDANTS; CONFERENCE WITH
KEVIN WILLIAMS

B	11/09/05	ARD	T	6.00	175.00	1,050.00
DOCUMENT REVIEW; LEGAL RESEARCH RE: IMPUTING OFFICAL ACTS TO INDIVIDUAL DEFENDANTS; CONFERENCE WITH KEVIN WILLIAMS						
B	11/09/05	KJW	T	8.00	250.00	2,000.00
PREPARE FOR ORAL ARGUMENT						
B	11/10/05	ARD	T	4.25	175.00	743.75
DOCUMENT REVIEW; RECORD ON APPEAL; LEGAL RESEARCH RE: INSUFFICIENT EVIDENCE FOR FINDINGS OF FACT; CONFERENCE WITH KEVIN WILLIAMS						
B	11/10/05	ARD	T	4.25	175.00	743.75
DOCUMENT REVIEW; RECORD ON APPEAL; LEGAL RESEARCH RE: INSUFFICIENT EVIDENCE FOR FINDINGS OF FACT; CONFERENCE WITH KEVIN WILLIAMS						
B	11/10/05	KJW	T	8.00	250.00	2,000.00
PREPARE FOR ORAL ARGUMENT						
B	11/11/05	KJW	T	8.00	250.00	2,000.00
WORK ON ORAL ARGUMENT						
B	11/12/05	KJW	T	4.00	250.00	1,000.00
WORK ON ORAL ARGUMENT						
B	11/13/05	KJW	T	8.00	250.00	2,000.00
WORK ON ORAL ARGUMENT						
B	11/14/05	WTC	T	.75	550.00	412.50
CONFERENCE WITH KEVIN WILLIAMS;						
B	11/14/05	KJW	T	9.00	250.00	2,250.00

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
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Resp Tkpr:	WTC	Last billed 00/00/00

ALL ENTRIES BEING BILLED

TRAVEL TO RALEIGH, NC,
REGARDING ORAL ARGUMENT;
RETURN TRAVEL; PREPARE FOR
ARGUMENT

B	11/17/05	WTC	T	1.00	550.00	550.00
CONFERENCE WITH TOM HOFFMAN; WORK ON SETTLEMENT; RELATED SERVICES;						
B	11/21/05	WTC	T	1.75	550.00	962.50
CONFERENCE WITH TOM HOFFMAN; WORK ON FILE REGARDING SETTLEMENT; FURTHER CONFERENCE WITH MR. HOFFMAN; RELATED SERVICES;						
B	12/08/05	KJW	T	.50	250.00	125.00
TELEPHONE CALL FROM CO-COUNSEL REGARDING D&O POLICY; EMAIL TO JENNY SURMONS; SEARCH FOR POLICY						
B	12/08/05	WTC	T	1.50	550.00	825.00
TELEPHONE CONFERENCE WITH TOM HOFFMAN; WORK ON SETTLEMENT; RELATED SERVICES;						
B	12/08/05	WTC	T	.50	550.00	275.00
WORK ON SETTLEMENT;						
B	12/09/05	KJW	T	.25	250.00	62.50
EMAILS WITH CO-COUNSEL REGARDING D&O POLICY AND APPELLATE ARGUMENT						
B	12/09/05	WTC	T	1.00	550.00	550.00
CONFERENCE WITH TOM HOFFMAN REGARDING SETTLEMENT;						
B	12/12/05	WTC	T	.50	550.00	275.00
RECEIPT AND REVIEW OF ADMINISTRATIVE CALENDAR; TELEPHONE CONFERENCE WITH TOM HOFFMAN;						

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Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

B	12/13/05	WTC	T	1.00	550.00	550.00
	TELEPHONE CONFERENCE WITH TOM HOFFMAN;					
B	12/13/05	KJW	T	.25	250.00	62.50
	REVIEW AND CALENDAR ADMINISTRATIVE CALENDAR NOTICE; TELEPHONE CALL FROM POYNER & SPRUILL REGARDING STATUS					
B	12/16/05	KJW	T	.25	250.00	62.50
	REVIEW ADMINISTRATIVE CALENDAR AND SCHEDULING OF SAME					
B	12/19/05	WTC	T	2.00	550.00	1,100.00
	CONFERENCE WITH TOM HOFFMAN REGARDING SETTLEMENT; WORK ON SETTLEMENT STRATEGY;					
B	12/21/05	WTC	T	2.00	550.00	1,100.00
	REVIEW SETTLEMENT AGREEMENT;					
B	01/02/06	WTC	T	2.50	550.00	1,375.00
	WORK ON SETTLEMENT; REVIEW DOCUMENTATION REGARDING FEES AND EXPENSES; CORRESPONDENCE TO TOM HOFFMAN;					
B	01/02/06	SVB	T	1.25	65.00	81.25
	RESEARCH					
B	01/04/06	WTC	T	1.50	550.00	825.00
	WORK ON FINALIZING SETTLEMENT; REVIEW AFFIDAVIT; RELATED SERVICES;					
B	01/09/06	WTC	T	.50	550.00	275.00
	CONFERENCE WITH KEVIN WILLIAMS REGARDING ADMINISTRATIVE CALENDAR CALL; E-MAIL TO MIKE TABB; RELATED SERVICES;					
B	01/11/06	WTC	T	1.00	550.00	550.00
	WORK ON SETTLEMENT;					

FROM: 03/01/03
THRU: 03/07/06
TIME: 10:51:43
File type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

B	01/17/06	WTC	T	1.50	550.00	825.00
RECEIPT AND REVIEW OF E-MAIL REGARDING RELEASE; REVIEW RELEASE; RELATED SERVICES;						
B	01/26/06	WTC	T	1.00	550.00	550.00
RECEIPT AND REVIEW REVISED SETTLEMENT AGREEMENT;						
B	01/31/06	WTC	T	1.50	550.00	825.00
REVIEW E-MAIL AND REVISED SETTLEMENT AGREEMENT; E-MAIL TO MICHAEL TABB;						
B	02/01/06	WTC	T	.50	550.00	275.00
RECEIPT AND REVIEW CORRESPONDENCE AND E-MAIL REGARDING SETTLEMENT AGREEMENT AND REQUESTED SERVICES;						
B	02/02/06	WTC	T	1.00	550.00	550.00
REVIEW SETTLEMENT AGREEMENT; RELATED E-MAILS;						
B	02/03/06	WTC	T	1.00	550.00	550.00
FURTHER REVIEW OF SETTLEMENT AGREEMENT;						
B	02/07/06	WTC	T	1.00	550.00	550.00
REVIEW CORRESPONDENCE REGARDING STATUS OF SETTLEMENT; CONFERENCE WITH KEVIN WILLIAMS;						
B	02/13/06	WTC	T	1.00	550.00	550.00
CONFERENCE WITH KEVIN WILLIAMS AND TOM HOFFMAN REGARDING SETTLEMENT OF ALL DEFENDANTS EXCEPT KARP;						
B	03/02/06	WTC	T	.75	550.00	412.50
REVIEW FEE APPLICATION;						

FEES:					331,517.50
ARD	81.00 HOURS @	175.00 PER HOUR =	14,175.00		
CPB	30.00 HOURS @	450.00 PER HOUR =	13,500.00		
KJW	348.50 HOURS @	250.00 PER HOUR =	87,125.00		
SVB	22.00 HOURS @	65.00 PER HOUR =	1,430.00		
TTY	.50 HOURS @	200.00 PER HOUR =	100.00		
WTC	391.25 HOURS @	550.00 PER HOUR =	215,187.50		

EXHIBIT 7

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI:00C** **Bruce Erickson**

Bruce Erickson

Contact:

Primary Timekeeper: 1 TGH Category: 1 Personal Injury

Secondary Timekeeper: 1 TGH Draft Template: Contngcy Rate Code: 1

Originating Timekeeper: 1 TGH Final Template: Contngcy Date Opened 08/19/2004

Previous Balance: 0.00

Date	Tmkr	Hour Work	Amount	Description
Expenses				
04/25/2002	1 TGH		29.17	Online legal research - Lexis/Nexis
05/10/2002	1 TGH		12.17	Federal Express
02/11/2003	1 TGH		485.61	Travel expense
02/13/2003	1 TGH		202.06	Online legal research - Lexis/Nexis
03/07/2003	1 TGH		522.28	Travel expense
04/07/2003	1 TGH		43.84	Lunch
04/07/2003	1 TGH		210.40	Online legal research - Lexis/Nexis
04/07/2003	1 TGH		43.84	(miscellaneous expense) Bewley's USA lunch
06/26/2003	1 TGH		8.87	Online legal research - Lexis/Nexis
07/01/2003	1 TGH		60.00	Outside professional fee (Superluminal Velocity Services - database)
08/19/2003	1 TGH		2377.18	Travel expense
11/14/2003	1 TGH		8.33	Online legal research - Lexis/Nexis
12/02/2003	1 TGH		3.57	Online legal research - Pacer
06/25/2004	1 TGH		2.96	Online legal research - Lexis/Nexis
09/30/2004	1 TGH		0.09	Long distance telephone charges
10/30/2004	1 TGH		0.31	Long distance telephone charges
11/30/2004	1 TGH		3.12	Long distance telephone charges
12/03/2004	1 TGH		42.59	Online legal research - Westlaw
03/31/2005	1 TGH		0.31	Long distance telephone charges
06/30/2005	1 TGH		0.30	Long distance telephone charges
06/30/2005	1 TGH		12.44	Online legal research - Westlaw
07/08/2005	1 TGH		60.00	Outside professional fee (Superluminal Velocity Services - database)
07/15/2005	1 TGH		522.61	Travel expense - Thomas Hoffman; Mediation
07/19/2005	1 TGH		169.80	Photocopy charges (849 x .20)
07/21/2005	1 TGH		522.61	Travel expense - Thomas G. Hoffman Travel to NC for Mediation
07/22/2005	1 TGH		48.39	Federal Express
07/29/2005	1 TGH		14.48	Long distance telephone charges
08/01/2005	1 TGH		12.83	Courier fee - Federal Express
08/04/2005	1 TGH		12.83	Federal Express
08/04/2005	1 TGH		12.44	Online legal research.
08/31/2005	1 TGH		4.82	Long distance telephone charges
09/30/2005	1 TGH		0.37	Postage (7/1/05 - 9/30/05)
11/30/2005	1 TGH		0.11	Long distance telephone charges
12/09/2005	1 TGH		11.95	Courier fee

Primary Timekeeper: 1 Tom G. Hoffman

Client: **TEXFI.00C** **Bruce Erickson** (Continued)

Date	Tmkr	Hour Work	Amount	Description
01/12/2006	1 TGH		11.95	City Express
01/13/2006	1 TGH		9.44	Long distance telephone charges
01/31/2006	1 TGH		152.28	Online legal research - Westlaw
02/06/2006	1 TGH		0.90	Long distance telephone charges
02/17/2006	1 TGH		152.28	Online legal research.
02/28/2006	1 TGH		61.03	Online legal research (Westlaw)
03/03/2006	1 TGH		162.60	Photocopy charges (813 x .20)

Total Billable Expenses**6013.16**
R E C A P

Fees:	0.00		Previous Balance:	0.00	
Expenses:	6013.16		Payments/Credits:	0.00	
Advances:	0.00				
Total WIP:	6013.16		Balance Due:	0.00	Total: 6013.16

Other WIP Hours:

325.10	Fees:	0.00	Exps:	0.00	Advs:	0.00
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A/	0-30	31-60	61-90	91-120	121-180	181+
	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT 8

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

PAGE 1

STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile # 21606.001 Re: BREECH OF CONTRACT (BUSINESS)

lient Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00 ALL ENTRIES BEING BILLED

TYPE	DATE	T/K	B/C	LIT	TIME	RATE	AMOUNT	HOLD
D	02/25/03	WTC	ST				68.00	
					STORAGE FEE BUDGET SELF			
					STORAGE NO 4088			
D	03/17/03	CPB	FF				85.00	
					FILING FEES (TEXFI) FORSYTH COUNTY CLERK OF COURT NO 3472			
D	03/25/03	WTC	TL				241.25	
					TRAVEL WTC BOSTON MTG NO 3571			
D	03/25/03	WTC	TL				1,937.50	
					TRAVEL ACE TO BOSTON NO 3521			
D	04/21/03	WTC	TL				449.50	
					TRAVEL ACE (ROCK MOUNT, NC) WTC			
					NO 3572			
D	04/22/03	CPB	MI				3.60	
					MILEAGE CPB NO 3570			
D	06/16/03	JMS	FX				17.43	
					FEDERAL EXPRESS			
D	06/16/03	JMS	FX				16.72	
					FEDERAL EXPRESS			
D	06/18/03	SVB	MI				20.88	
					MILEAGE SVB NO 3658			
D	06/23/03	SAS	TL				306.00	
					TRAVEL WES AIR NO 3670			
D	07/01/03	SAS	TL				57.53	
					TRAVEL SAS DOLLAR CAR RENTAL			
					NO 3675			
D	07/01/03	SAS	MI				23.90	
					MILEAGE SAS NO 3675			
D	07/01/03	KJW	TL				254.66	
					TRAVEL KJW LODGING COURTYARD			
					NO 3681			
D	07/01/03	WTC	TL				542.50	

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format	25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

TRAVEL WTC ACE NO 3682

D	07/09/03	SAS MI	23.40
	MILEAGE SAS NO 3689		
D	08/01/03	WTC TL	350.43
	TRAVEL WTC 6/19 TO 6/20 MEALS AND LODGING		
D	08/01/03	KJW MS	648.05
	MISCELLANEOUS KJW CAR RENTAL, STORAGE RENTAL 6/23 NO 3722		
D	10/31/03	SAS FF	24.73
	FILING FEES MIDDLE DISTRICT FEDERAL COURT NO 3859		
D	01/08/04	WTC ST	68.00
	STORAGE FEE BUDGET SELF STORAGE INV. 1411 NO 3990		
D	01/12/04	SAS MI	24.12
	MILEAGE SAS NO 3996		
D	01/28/04	WTC SFF	68.00
	STORAGE FEES BUDGET SELF STORAGE NO 4027		
D	03/10/04	WTC ST	68.00
	STORAGE FEE BUDGET SELF STORAGE NO 4125		
D	03/25/04	JMS ST	23.00
	STORAGE FEE BUDGET STORAGE NO 4164		
D	04/08/04	WTC ST	92.00
	STORAGE FEE BUDGET SELF STORAGE MAY NO 4191		
D	04/12/04	WTC SF	92.00
	SERVICE FEE BUDGET SELF STORAGE NO 4192		
D	05/19/04	KJW ST	92.00

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

STORAGE FEE BUDGET SELF
STORAGE NO 4310

D	06/09/04	JMS	ST	92.00
		STORAGE FEE BUDGET SELF		
		STORAGE NO 4355		

D	07/13/04	GUS	ST	92.00
		STORAGE FEE BUDGET SELF		
		STORAGE NO 4402		

D	08/19/04	KJW	OS	1,142.12
		OUTSIDE COPYING REPROTECH NO		
		4461		

D	09/07/04	WTC	TL	1,782.50
		TRAVEL ACW NO 4500		

D	09/07/04	WTC	TL	2,251.07
		TRAVEL WTC NO 4501		

D	09/10/04	MH	MI	4.88
		MILEAGE MH NO 4521		

D	09/14/04	WTC	DT	4,984.25
		DEPOSITION TRANSCRIPT		
		LEGALLINK MANHATTAN NO 4526		

D	09/14/04	KJW	SFF	92.00
		STORAGE FEES BUDGET SELF		
		STORAGE NO 4534		

D	10/08/04	JMS	SFF	92.00
		STORAGE FEES BUDGET SELF		
		STORAGE NO 4599		

D	10/14/04	WTC	TR	123.00
		TRANSCRIPT STEPHANIE W		
		CULPEPPER, CVR-CM NO 4612		

D	10/25/04	JMS	FX	16.64
		FEDERAL EXPRESS		

D	11/12/04	KJW	ST	92.00
		STORAGE FEE BUDGET SELF		

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

PAGE 4

STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

STORAGE NO 4685

D	12/14/04	JMS	SFF	92.00
	STORAGE FEES BUDGET SELF			
	STORAGE NO 4748			

D	01/06/05	JMS	SFF	92.00
	STORAGE FEES BUDGET SLF			
	STORAGE NO 4810			

D	02/09/05	JMS	SFF	92.00
	STORAGE FEES BUDGET SELF			
	STORAGE NO 4929			

D	03/08/05	JMS	SFF	92.00
	STORAGE FEES BUDGET SELF			
	STORAGE NO 5002			

D	04/05/05	KJW	OS	3,449.47
	OUTSIDE COPYING REPROTECH			
	GRAPHICS NO 5068			

D	04/12/05	KJW	SFF	276.00
	STORAGE FEES (APRIL-JUNE @			
	92.00 PER MONTH) BUDGET			
	STORAGE NO 5086			

D	07/14/05	KJW	SFF	92.00
	STORAGE FEES BUDGET SELF			
	STORAGE NO 5261			

D	07/15/05	WTC	MI	82.40
	MILEAGE WTC NO 5308			

D	07/22/05	WTC	MF	528.87
	MEDIATION FEE JAMES, MCELROY &			
	DIEHL NO 5277			

D	08/02/05	KJW	FF	87.50
	FILING FEES NC COURT OF			
	APPEALS NO 5301			

D	08/10/05	KJW	SFF	92.00
	STORAGE FEES BUDGET SELF			
	STORAGE NO 5315			

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile # 21606.001 Re: BREACH OF CONTRACT (BUSINESS)

lient Name: TEXFI, THROUGH THE TRUSTEE OF

Fee type: (NORMAL BILLING FILE) Format 25

Resp Tkpr: WTC Last billed 00/00/00 ALL ENTRIES BEING BILLED

D	09/07/05	KJW	SFF	365.00
		STORAGE FEES BUDGET SELF		
		STORAGE SEPT-DEC 2005 NO 5362		
D	09/16/05	WTC	MS	64.63
		MISCELLANEOUS WTC 7/15/05 NO		
		5379		
D	11/29/05	KJW	MI	106.85
		MILEAGE KJW MILEAGE AND		
		PARKING NO 5505		
D	01/03/06	JMS	SF	184.00
		SERVICE FEE BUDGET SELF		
		STORAGE 1/20 TO 3/20/06 NO		
		5566		
D	01/09/06	WTC	TL	109.95
		TRAVEL LODGING WTC NO 5568		
D	03/07/06	WTC	SFF	91.00
		STORAGE FEES BUDGET SELF		
		STORAGE 3/20 TO 4/20		
E	11/19/02	JMS	PT	1.48
		POSTAGE		
E	03/31/03	STN	OS	851.20
		COPYING 4,256 TL		
E	04/07/03	JMS	FX	20.84
		FEDERAL EXPRESS		
E	04/11/03	ES	PT	47.97
		POSTAGE		
E	04/17/03	ES	PT	1.89
		POSTAGE		
E	04/23/03	ES	PT	.37
		POSTAGE		
E	04/24/03	ES	PT	.37
		POSTAGE		

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

file #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

E	04/28/03	ES	PT		2.03
	POSTAGE				
E	04/29/03	ES	PT		7.00
	POSTAGE				
E	04/30/03	ES	PT		7.00
	POSTAGE				
E	05/01/03	ES	PT		11.97
	POSTAGE				
E	05/02/03	ES	PT		.60
	POSTAGE				
E	05/06/03	JMS	PT		41.96
	POSTAGE				
E	05/06/03	JMS	PT		1.11
	POSTAGE				
E	05/06/03	WTC	FX		14.86
	FEDERAL EXPRESS				
E	05/06/03	WTC	FX		14.86
	FEDERAL EXPRESS				
E	05/09/03	ES	PT		.37
	POSTAGE				
E	05/12/03	JMS	PT		2.67
	POSTAGE				
E	05/14/03	JMS	PT		1.11
	POSTAGE				
E	05/15/03	ES	CO	80.00 .20	16.00
	COPIES				
E	05/15/03	WTC	TC		6.49
	TELEPHONE				
E	05/15/03	JMS	LP		12.60
	LASERPRO 04/22 TO 04/28				

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

E	05/15/03	JMS	PT			4.82
	POSTAGE					
E	05/15/03	ES	PT			.60
	POSTAGE					
E	05/15/03	WTC	FX			28.09
	FEDERAL EXPRESS					
E	05/31/03	JMS	CO	138.00	.20	27.60
	COPIES 05/15					
E	06/03/03	JMS	TC			.45
	TELEPHONE					
E	06/03/03	WTC	TL			29.20
	TRAVEL WTC MEAL NO 3637					
E	06/05/03	JMS	PT			.83
	POSTAGE					
E	06/06/03	JMS	PT			.74
	POSTAGE					
E	06/12/03	JMS	PT			1.48
	POSTAGE					
E	06/18/03	WTC	TE	4.00	2.00	8.00
	TELECOPY					
E	06/18/03	WTC	TE	9.00	2.00	18.00
	TELECOPY					
E	06/18/03	JMS	PT			1.48
	POSTAGE					
E	06/25/03	WTC	TE	3.00	2.00	6.00
	TELECOPY					
E	06/25/03	WTC	TE	8.00	2.00	16.00
	TELECOPY					
E	06/30/03	JMS	PT			8.84
	POSTAGE					

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

PAGE 8

STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format	25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

E	07/02/03	JMS	PT			9.76
	POSTAGE					
E	07/23/03	JMS	PT			1.75
	POSTAGE					
E	07/30/03	JMS	CO	398.00	.20	79.60
	COPIES 7/1 TO 7/23					
E	09/12/03	KJW	LP			8.60
	LASERPRO					
E	09/26/03	JMS	PT			.83
	POSTAGE					
E	10/27/03	STN	PT			5.76
	POSTAGE					
E	01/07/04	JMS	PT			4.24
	POSTAGE					
E	01/08/04	JMS	PT			.37
	POSTAGE					
E	01/26/04	JMS	LP			7.20
	LASERPRO					
E	01/26/04	STN	CO	203.00	.20	40.60
	COPIES					
E	01/26/04	WTC	TC			1.24
	TELEPHONE					
E	01/29/04	JMS	PT			.37
	POSTAGE					
E	02/04/04	JMS	PT			2.12
	POSTAGE					
E	02/25/04	JMS	PT			.37
	POSTAGE					
E	03/10/04	JMS	PT			.37
	POSTAGE					

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

E	04/07/04	JMS	TC			3.15
	TELEPHONE					
E	04/07/04	JMS	LP			2.20
	LASERPRO					
E	04/07/04	JMS	CO	9.00	.20	1.80
	COPIES					
E	04/07/04	JMS	TC			1.05
	TELEPHONE					
E	04/07/04	JMS	LP			3.40
	LASERPRO					
E	04/12/04	JMS	PT			.37
	POSTAGE					
E	05/05/04	JMS	PT			1.66
	POSTAGE					
E	05/12/04	JMS	PT			.74
	POSTAGE					
E	05/13/04	JMS	CO	61.00	.20	12.20
	COPIES					
E	05/13/04	JMS	LP			3.20
	LASERPRO					
E	05/14/04	KJW	TE	6.00	2.00	12.00
	TELECOPY					
E	05/14/04	KJW	TE	24.00	2.00	48.00
	TELECOPY					
E	05/14/04	JMS	PT			7.00
	POSTAGE					
E	05/17/04	JMS	PT			2.31
	POSTAGE					
E	05/17/04	KJW	TE	9.00	2.00	18.00
	TELECOPY					

FROM: 03/01/03
THRU: 03/07/06
TIME: 13:54:51
File type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

=====

File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format	25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

E	05/17/04	KJW	TE	3.00	2.00	6.00
	TELECOPY					
E	05/17/04	KJW	TE	4.00	2.00	8.00
	TELECOPY					
E	05/18/04	KJW	TC			18.01
	TELEPHONE					
E	05/18/04	KJW	CO	386.00	.20	77.20
	COPIES					
E	05/20/04	JMS	PT			.37
	POSTAGE					
E	05/21/04	JMS	PT			2.22
	POSTAGE					
E	05/25/04	KJW	FX			23.06
	FEDERAL EXPRESS					
E	06/02/04	JMS	PT			2.22
	POSTAGE					
E	06/10/04	JMS	PT			1.85
	POSTAGE					
E	06/16/04	JMS	PT			2.95
	POSTAGE					
E	06/30/04	WTC	TE	3.00	2.00	6.00
	TELECOPY					
E	06/30/04	WTC	TE	8.00	2.00	16.00
	TELECOPY					
E	06/30/04	JMS	PT			1.85
	POSTAGE					
E	06/30/04	JMS	PT			7.60
	POSTAGE					
E	06/30/04	WTC	FX			27.03
	FEDERAL EXPRESS NO 4429					

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format	25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

E	07/12/04	JMS	PT		3.04
	POSTAGE				
E	07/13/04	JMS	TC		.70
	TELEPHONE				
E	07/16/04	JMS	PT		3.00
	POSTAGE				
E	07/21/04	JMS	TC		2.10
	TELEPHONE				
E	07/21/04	JMS	LP		13.20
	LASERPRO 7/8 TO 07/16				
E	07/30/04	JMS	PT		5.30
	POSTAGE				
E	08/24/04	STN	PT		.37
	POSTAGE				
E	08/24/04	STN	CO	.20	884.20
	COPIES TL 4,421				
E	08/26/04	JMS	PT		1.85
	POSTAGE				
E	08/26/04	WTC	TE	6.00 2.00	12.00
	TELECOPY TO THOMAS HOFFMAN: CORRESPONDENCE				
E	08/26/04	WTC	TE	20.00 2.00	40.00
	TELECOPY = 5 PAGES EA TO: REGINALD F. COMBS, DAVID J. EISEMAN, DAVID W. STAR AND FREDRICK M. THURMAN, JR.				
E	09/03/04	JMS	PT		.74
	POSTAGE				
E	09/07/04	STN	FX		17.98
	FEDERAL EXPRESS NO 4574				
E	09/07/04	STN	FX		17.49

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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file #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

FEDERAL EXPRESS NO 4574

E	09/07/04	STN	FX			14.48
		FEDERAL EXPRESS NO 4574				
E	09/08/04	KJW	TE	4.00	2.00	8.00
		TELECOPY				
E	09/08/04	WTC	TE	8.00	2.00	16.00
		TELECOPY				
E	09/08/04	WTC	TE	3.00	2.00	6.00
		TELECOPY				
E	09/09/04	KJW	TE	138.00	2.00	276.00
		TELECOPY: 69 PAGES EA SENT TO DAVID J. EISEMAN & FREDRICK M. THURMAN, JR				
E	09/09/04	STN	FX			28.48
		FEDERAL EXPRESS NO 4574				
E	09/09/04	KJW	FX			20.49
		FEDERAL EXPRESS NO 4574				
E	09/09/04	KJW	FX			55.06
		FEDERAL EXPRESS NO 4574				
E	09/09/04	STN	S			47.60
		OFFICE SUPPLIES; (4) 4" NOTEBOOKS @ 11.99 EA				
E	09/09/04	STN	S			16.32
		OFFICE SUPPLIES; (136) TABS @ .12 EA				
E	09/10/04	SAS	MI			27.75
		MILEAGE SAS NO 4522				
E	09/15/04	JMS	PT			4.92
		POSTAGE				
E	09/24/04	JMS	PT			6.45
		POSTAGE				
E	09/24/04	WTC	TE	96.00	2.00	192.00

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

TELECOPY

E	09/24/04	WTC	TE	27.00	2.00	54.00
	TELECOPY					
E	09/24/04	JMS	CO	132.00	.20	26.40
	COPIES					
E	09/27/04	WTC	TC			6.65
	TELEPHONE					
E	09/28/04	KJW	TC			8.95
	TELEPHONE					
E	09/29/04	JMS	LP			25.40
	LASER PRO 127 PAGES					
E	10/04/04	JMS	PT			2.22
	POSTAGE					
E	10/04/04	KJW	TC			.70
	TELEPHONE					
E	10/05/04	SVB	PT			.37
	POSTAGE					
E	10/08/04	JMS	PT			9.35
	POSTAGE					
E	10/08/04	JMS	CO	200.00	.20	40.00
	COPIES					
E	10/08/04	JMS	LP			34.00
	LASERPRO					
E	10/14/04	JMS	PT			2.67
	POSTAGE					
E	10/15/04	JMS	PT			.37
	POSTAGE					
E	10/26/04	JMS	PT			7.74
	POSTAGE					
E	10/28/04	WTC	TE	3.00	2.00	6.00

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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ile #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
lient Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE)	Format 25
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

TELECOPY

E	10/29/04	WTC	TE	4.00	2.00	8.00
	TELECOPY					
E	11/04/04	STN	PT			2.22
	POSTAGE					
E	11/04/04	JMS	PT			.74
	POSTAGE					
E	12/15/04	JMS	PT			2.22
	POSTAGE					
E	12/22/04	KJW	TC			.40
	TELEPHONE					
E	12/22/04	SVB	LP			1.80
	LASERPRO					
E	12/23/04	JMS	CO	77.00	.20	15.40
	COPIES					
E	01/10/05	JMS	PT			.74
	POSTAGE					
E	01/11/05	KJW	TC			.40
	TELEPHONE					
E	01/13/05	JMS	PT			28.50
	POSTAGE					
E	01/19/05	JMS	PT			2.12
	POSTAGE					
E	01/19/05	JMS	CO		.20	425.20
	COPIES 2,126 PAGES					
E	01/24/05	STN	LP			12.60
	LASERPRO					
E	02/01/05	JMS	CO	2.00	.20	.40
	COPIES					
E	02/10/05	JMS	LP			60.00

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

LASERPRO 3 SHEETS

E	03/21/05	JMS	PT				.74
	POSTAGE						
E	03/21/05	JMS	CO	7.00	.20		1.40
	COPIES						
E	03/23/05	WTC	TC				17.36
	TELEPHONE						
E	03/28/05	KJW	TC				.35
	TELEPHONE						
E	03/28/05	JMS	LP				4.20
	LASERPRO 21 PAGES						
E	04/01/05	JMS	LP				.20
	COPIES						
E	04/12/05	JMS	PT				.37
	POSTAGE						
E	04/27/05	JMS	PT				2.22
	POSTAGE						
E	06/08/05	JMS	PT				2.82
	POSTAGE						
E	06/09/05	JMS	CO	91.00	.20		18.20
	COPIES						
E	06/09/05	JMS	LP				27.20
	LASERPRO						
E	06/09/05	WTC	TE	2.00	2.00		4.00
	TELECOPY						
E	06/09/05	WTC	TE	2.00	2.00		4.00
	TELECOPY						
E	06/09/05	JMS	PT				.74
	POSTAGE						
E	06/17/05	JMS	PT				2.59

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
file type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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file #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format	25
Resp Tkpr:	WTC	Last billed 00/00/00 ALL ENTRIES BEING BILLED

POSTAGE

E	06/21/05	JMS	TE	2.00	2.00	4.00
	TELECOPY					
E	06/24/05	JMS	TE	7.00	2.00	14.00
	TELECOPY					
E	07/06/05	ES	TE	44.00	2.00	88.00
	TELECOPY					
E	07/12/05	WTC	TE			48.00
	TELECOPY					
E	07/12/05	WTC	TE			52.00
	TELECOPY					
E	07/12/05	KJW	FX			14.75
	FEDERAL EXPRESS NO 5287					
E	07/12/05	ES	CO	150.00	.20	30.00
	COPIES					
E	07/12/05	SWE	PT			1.85
	POSTAGE					
E	07/13/05	KJW	TC			3.40
	TELEPHONE					
E	07/13/05	ES	TC			31.70
	TELEPHONE					
E	07/13/05	KJW	LP			68.00
	LASERPRO					
E	07/14/05	KJW	TC			3.60
	TELEPHONE					
E	07/18/05	JMS	PT			2.82
	POSTAGE					
E	07/19/05	WTC	TC			41.35
	TELEPHONE					
E	07/19/05	JMS	LP			152.80

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

BY
Matter: ALL

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file #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	ALL ENTRIES BEING BILLED
	Last billed 00/00/00	

LASERPRO

E	07/20/05	JMS	TE	12.00	2.00	24.00
	TELECOPY					
E	07/20/05	JMS	TE	34.00	2.00	68.00
	TELECOPY					
E	07/20/05	JMS	TE	4.00	2.00	8.00
	TELECOPY					
E	07/20/05	JMS	PT			2.22
	POSTAGE					
E	08/01/05	JMS	CO	550.00	.20	110.00
	COPIES					
E	09/26/05	KJW	LP			18.40
	LASERPRO					
E	09/30/05	CLH	CO	416.00	.20	83.20
	COPIES					
E	09/30/05	CLH	FX			28.98
	FEDERAL EXPRESS					
E	10/10/05	JMS	CO	1.00	.20	.20
	COPIES					
E	10/10/05	JMS	LP			.60
	LASERPRO					
E	10/10/05	JMS	PT			.74
	POSTAGE					
E	01/03/06	CLH	FX			25.07
	FEDERAL EXPRESS NO 5589					
E	01/04/06	WTC	TE	8.00	2.00	16.00
	TELECOPY					
E	01/04/06	WTC	TE	3.00	2.00	6.00
	TELECOPY					
E	01/04/06	WTC	TE	2.00	2.00	4.00

ROM: 03/01/03
HRU: 03/07/06
IME: 13:54:51
ile type: ALL

COMERFORD & BRITT, LLP

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STATEMENT REVIEWS (PRE-BILLS)

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File #	21606.001	Re: BREECH OF CONTRACT (BUSINESS)
Client Name:	TEXFI, THROUGH THE TRUSTEE OF	
Fee type:	(NORMAL BILLING FILE) Format 25	
Resp Tkpr:	WTC	Last billed 00/00/00
		ALL ENTRIES BEING BILLED

TELECOPY

E	01/04/06	JMS	LP			9.40
	LASERPRO					
E	01/24/06	SWE	CO	10.00	.20	2.00
	COPIES					

** SUB TOTAL **

27,514.38

COSTS:	22,260.33
EXPENSES:	5,254.05
